

This Service Agreement (Taiwan) is current as at 23 April 2019

本服務提供契約於 108 年 4 月 23 日生效

Please read the terms and conditions carefully. The applicable terms and conditions (the "Terms") will be dependent on the particular country where you are providing the services to Beam (as defined in the Terms). By clicking on the "I agree" button, you expressly represent that:

請仔細詳閱契約條款。以下條款（「條款」）之適用，應依您向 Beam 提供服務（依條款所定義）時所在特定國家之規定。當您點擊「我同意」時，表示您同意：

- (1) you have read, understand, and agree to be bound by the terms and conditions of this Agreement,
您已詳閱、理解並同意受本契約條款所拘束，
- (2) you are of legal age or have the consent from your guardian to form a binding contract with Beam, and
您已達到法定年齡或已得到監護人同意以與 Beam 簽署契約，及
- (3) you have the authority to enter into the Agreement personally or, if applicable, on behalf of the entity you represent and to bind that entity to this Agreement.
您有權以個人身份簽訂本契約，或代表您的單位為您的單位簽訂本契約。

You agree that it shall be your responsibility to review the Terms regularly.

您同意你有責任定時查閱本契約條款。

1. Services Agreement

服務提供契約

The terms of the following Services Agreement ("**Agreement**") constitute an agreement between you or the entity you represent ("**you**", "**your**", and, where the context requires, shall include your employees, officers and agents) and Beam Mobility Taiwan Limited (Government Uniform Invoice no. 82856307) ("**Beam**", "**us**", "**our**", or "**we**") governing the services you provide to Beam in Taiwan from time to time (collectively, "**Beam Services**") on an independent contractor basis.

本服務提供契約（下稱『本契約』）之下述條款為存在於您或您所代表的單位（下稱『您』，如文義需要，並包含您的員工、人員，及代理人）與光動台灣有限公司（統一編號為 82856307，下稱『Beam』、『我們』）間之契約，以個別契約當事人為基礎，規範每次您在台灣所提供予 Beam 的服務（合稱為『Beam 服務』）。

2. About Beam

關於 Beam

Beam is a last-mile electric vehicle rental service business. Beam Services are ancillary to Beam's core rental services.

Beam 是從事電動車租賃服務之事業。Beam 服務與 Beam 的核心租賃服務習習相關。

3. Your Relationship with Beam

您與 Beam 的關係

3.1. By accepting this Agreement and performing the Beam Services, you acknowledge and agree that you have been engaged by us as an independent contractor in relation to the provision of Beam Services.

同意本契約並履行 Beam 服務的同時，您承諾並同意您以獨立承攬人之身份受到關於 Beam 服務規範之拘束。

3.2. Nothing in this Agreement constitutes or should be construed to create an employer-employee relationship, a joint venture, partnership, franchisor-franchisee or agency relationship. For the avoidance of doubt, this Agreement does not constitute or create any relationship (a) other than that of an independent contractor and a principal between you and Beam (or any member of the Beam Group), or (b) between Beam (or any member of the Beam Group) and any of your employees, officers or agents.

本契約之成立，並不會產生僱傭、合資、合夥、特許經營、或代理之關係。為避免產生疑慮，本契約不會產生任何(a)您與 Beam（或任何 Beam 集團成員）之間或(b)任何您的員工、人員或代理人與 Beam（或任何 Beam 集團成員）之間委託人與獨立承攬人以外的關係。

3.3. You further acknowledge and agree that you will have complete discretion whether or not to provide Beam Services or otherwise engage in other business or employment activities with third parties including businesses or entities that provide vehicle rental services, provided always that you comply with clause 9. For the avoidance of doubt, you are not appointed on an exclusive contractor basis and we do not warrant or guarantee that you will have preference or priority in providing any of the Beam Services to us.

您亦承諾並同意您對於是否要提供 Beam 服務，或是否要另參與第三人（包含提供車輛租賃服務的企業或單位）的其他事業或僱傭關係，有完全的決定權，惟您仍應遵守第 9 條之規定。為避免產生疑慮，您並非被委任為專屬承攬人之地位，且我們並不保證您有優先提供任何 Beam 服務給我們之權利。

3.4. You acknowledge that you have no authority to bind Beam or any member of the Beam Group. You undertake not to represent yourself as an employee, officer, agent or representative of Beam or any member of the Beam Group and that you will procure a similar undertaking from any of your employees, officers or agents.

您承諾您並無拘束 Beam 或任何 Beam 集團成員的權限。您並承諾您並非 Beam 或任何 Beam 集團成員之員工、人員、代理人或代表人，且您將以相同標準取得您的員工、人員或代理人之承諾。

3.5. You and any employee, officer or agent may not use, export, import, or transfer the Beam App, any Beam Vehicle, or any Beam Group property except as authorised by us in writing.

非經我們書面授權，您及任何員工、人員或代理人不得使用、出口、進口，或移轉 Beam App、Beam 車輛或任何 Beam 集團財產。

4. Supply of Beam Services

Beam 服務之提供

4.1. Unless otherwise stated, you are solely responsible for determining and controlling the manner in which you provide Beam Services to us. You retain the sole right to determine when, where, how and for how long you will perform Beam Services. Subject to the limitations set out in this Agreement, you will determine the method, details, and means of performing the Beam Services. Neither this Agreement nor supply of Beam Service creates the relationship of employment, agency, partnership, joint venture, or any other similar relationship between you and Beam.

除本契約另有訂定外，您應就決定及控制以何種方式提供 Beam 服務給我們，自行負責。您有權自行決定何時、何地、如何及花費多少時間以履行 Beam 服務。依本契約之限制，您將決定履行 Beam 服務之方式、細節及方法。不論本契約之成立，或 Beam 服務之提供，均不會在您與 Beam 之間產生僱傭、代理、合夥、合資或任何相類似之關係。

4.2. You must ensure that:

您必須保證：

(a) You (and any employee, officer or agent) provide Beam Services in accordance with suitable methods and practices for the provision of those services.

您（及任何員工、人員或代理人）提供 Beam 服務，應以符合該等服務規定之適當方式為之。

(b) All materials and standards of workmanship associated with the delivery of the Beam Services are of a high quality and fit for purpose. If we reasonably consider that the quality of any work or materials provided in the delivery of the Beam Services is not in accordance with the terms of this Agreement, we may instruct you to re-execute and replace the work or materials, or to make good any defective performance of the Beam Services at your own cost and expense.

所有與實行 Beam 服務相關的素材及工作標準，應為高品質且符合契約目的。若我們合理認定所提供 Beam 服務之工作物或素材不符合本契約之規定，我們得指示您重新履行並替換工作物或素材，或修補有缺陷之 Beam 服務，並由您自行負擔成本與費用。

(c) You (and any employee, officer or agent) comply with all relevant laws and regulations.

您（及任何員工、人員或代理人）已符合所有相關法律及規範。

(d) You (and any employee, officer or agent) do not act in a manner or otherwise do anything to harm or adversely affect Beam's reputation or goodwill.

您（及任何員工、人員或代理人）沒有以任何方式或以任何行為傷害或影響 Beam 之名聲或商譽。

5. Working Rights

工作權

5.1. You warrant and represent that:

您保證：

(a) if executing this Agreement on behalf of an entity, you are authorised to, and have capacity to do so;

若係代表任一單位履行本契約，您已充份獲得授權以為之；

(b) you (or, if applicable, your employees, officers and agents) hold and will continue to hold all necessary rights to work in Taiwan and provide the Beam Services.

您（或，若有適用，您的員工、人員或代理人）持有或將持續持有所有在台灣工作的必要權利來提供 Beam 服務。

5.2. You must immediately inform us of any change or event which may affect your right to provide the Beam Services.

如有任何改變或變動將影響您提供 Beam 服務之權利，您必須立即通知我們。

6. Payment for Your Services

您提供服務之報酬

6.1. The fees payable for your provision of the Beam Services ("**Contract Fees**") will be displayed on our designated mobile application ("**Beam App**"). Generally, the Contract Fees will be paid on a daily basis, or within a reasonable time after successful completion and delivery of Beam Services.

就您所提供的 Beam 服務應給付之報酬（下稱『契約報酬』）將陳列於我們指定的手機應用程式（下稱『Beam App』）。一般而言，契約報酬將每日支付，或在成功完成履行 Beam 服務後的合理期間內支付。

6.2. The Contract Fees constitute full payment in respect of your provision of Beam Services and we shall not be liable to pay any other amount to you. The Contract Fees may be subject to withholding or deductions as required by law.

契約報酬係就您所提供 Beam 服務之全部報酬，我們沒有責任提供任何其他金額給您。此外，契約報酬可能會依法扣繳或扣除所得稅。

6.3. You must pay all applicable Taxes in relation to your provision of Beam Services and any payments received by you under this Agreement. You agree to indemnify, defend and hold Beam harmless from any liability for any breach of this Agreement by you, or any liability for or assessment of, any claims or penalties or interest with respect to such taxes.

您必須支付所有與您提供 Beam 服務及任何依本契約收取費用有關之稅賦。您同意就任何因自己違反本契約所致關於稅賦之責任、要求、處罰或利息，使 Beam 豁免責任、為其抗辯或使其不受損害。

- 6.4. You are solely responsible for your own tools, equipment, insurance (including public liability, third party and work injury compensation) and any expenses that you incur in connection with the Beam Services.

您必須單獨就您的工具、器具、保險（包含公眾責任險、第三人責任險及職業災害險），及與 Beam 服務相關所生之任何支出，負其責任。

7. Your Responsibility for Prohibited Activities

關於禁止行為之責任

You agree that you will be solely liable for all acts and omissions arising out of or in connection with your provision of the Beam Services including:

您同意您應單獨就所有因您提供 Beam 服務所生之行為及疏忽，負其責任，包含：

- (a) any damage to a Beam vehicle (“**Beam Vehicle**”);
Beam 車輛（下稱『Beam 車輛』）的任何損害；
- (b) any damage or injury to yourself or third parties;
您自己或第三人的任何損害或身體損傷；
- (c) entering any private or public property which you do not have authorisation to enter;
進入任何您無權進入的私人或公有財產區域；
- (d) performing Beam Services in an unsafe, unprofessional or unworkmanlike manner;
以不安全、不專業或不仔細的方式履行 Beam 服務；
- (e) any damage, depreciation or wear and tear to your tools or personal property (as applicable);
您的工具或個人財產有所損害、折損、磨折或撕裂（如有適用）；
- (f) using electricity that you do not pay for or are not authorised to use (as applicable);
未付費或未獲授權而使用電力（如有適用）；
- (g) overloading any electrical circuit while charging a Beam Vehicle (as applicable); and
為 Beam 車輛充電時，電路超載（如有適用）；及
- (h) violating any law, statute, regulation, rule, or the terms of any permit, licence or consent.
違反法律、條例、規定、規則，或任何許可、特許、執照之準則。

8. Intellectual Property and Moral Rights

智慧財產權及人格權

- 8.1. You must disclose all Contract Materials to us.

您必須向我們揭露所有使用的契約素材。

8.2. You:

您:

- (a) agree that we will own all rights in and to the Contract Materials including any Intellectual Property Rights which subsist in the Contract Materials or which may be obtained from the Contract Materials;
同意我們將擁有契約素材的所有權利，包含任何在契約素材裡或因契約素材而取得之智慧財產權；
- (b) to the extent necessary to give effect to this clause, assign all of the Intellectual Property Rights in all Contract Materials to us; and
基於實施本條所必要之程度內，讓與所有契約素材裡的所有智慧財產權予我們；
及
- (c) grant the us a non-exclusive, royalty-free, transferable and perpetual licence to use any Existing Materials for any purpose in connection with Beam's business activities.
授予我們非專屬、免權利金、得移轉且永久之授權，以於 Beam 業務相關之任何目的，使用任何既有素材。

8.3. You warrant to the best of your knowledge and belief after making all reasonable enquiries, that:

您保證在合理調查後，就您所知所信：

- (a) the use by Beam of any Materials supplied by you in the course of your engagement will not; and
Beam 所使用您為履約所提供的任何素材並不會；及
- (b) you (and any employee, officer or agent) will not in the course of your engagement, 您（及任何員工、人員或代理人）履約時並不會，

infringe any Intellectual Property Rights of any person nor give rise to any liability to make royalty or other payments to any person.

侵害任何人的任何智慧財產權，亦不會產生任何應給付權利金或其他費用給任何人之責任。

9. Confidential Information

機密資訊

9.1. You shall hold all Confidential Information in strict confidence and shall not, directly or indirectly, disclose or divulge Confidential Information to any person without our prior written

consent. For these purposes, "disclosing" or "divulging" Confidential Information includes making it available in any way, whether deliberately or not.

您應將所有機密資訊維持其機密性，且非經我們事前書面同意，不得直接或間接揭露或洩露機密資訊予任何人。為此，「揭露」或「洩露」機密資訊包含以任何方式為之，不論是否為故意。

- 9.2. You shall not use any Confidential Information for any purpose other than as necessary to provide Beam Services. You agree to use reasonable care to protect the confidentiality of the Confidential Information. If you are compelled by law to disclose any Confidential Information, you shall provide us with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance if we wish to contest the disclosure.

若非為提供 Beam 服務之目的所必要者，您不得使用任何機密資訊。您同意以合理之注意義務保護機密資訊之機密性。若您經依法要求而揭露任何機密資訊，（在法律允許的程度內）您應以書面通知我們該揭露之要求。若我們希望挑戰該揭露之要求，您並應合理協助我們。

- 9.3. You specifically acknowledge that we will be irreparably harmed by any breach of this clause 9, and that damages alone is not an adequate remedy.

如有違反第 9 條之任何規定，您特別承諾我們將受到無可彌補的損害，而單純的損害賠償並非適當的補償。

- 9.4. You further acknowledge that, without affecting any other rights or remedies if a breach of the terms of this clause 9 occurs or is threatened, the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, shall be available to us.

若有違反第 9 條規定或有違反第 9 條規定之虞時，您亦同意，在不影響其他任何權利及救濟之情形下，我們得以保全處分、強制履行及其他救濟程序，或任何前述方式所合併之方式，提出救濟。

- 9.5. You agree that you shall, if any of the remedies set out in clause 9.4 is sought in relation to any threatened or actual breach of the terms of this Agreement, waive to the fullest extent at law any rights you may have to oppose that remedy on the grounds that damages would be an adequate alternative.

若因違反本契約規定或因有違反本契約規定之虞而依第 9.4 條之規定為任何救濟時，您同意完全拋棄法律上任何以「損害賠償即足以作為適當替代補償」為理由的抗辯權利。

- 9.6. You will ensure compliance by any employee, officer or agent with the obligations set out in this clause 9.

您保證使任何員工、人員或代理人負第 9 條規定之義務。

10. Indemnity 免責

10.1. You must comply with this Agreement, all laws, regulations, rules, directions, orders and the instructions of Beam for the purposes of this Agreement and any relevant authority. You will be responsible for all liabilities arising from or in connection with your failure to do so, including loss or damage to any persons or property resulting from such failure.

您必須遵守本契約、所有法律、規定、規則、指令、命令，及相關主管機關或 Beam 為達成本契約目的之指示。您將為您未依規定履行所造成的結果，負全部責任，包含因不完全履行而對任何人或財產所造成的損失、損害。

10.2. You will defend, indemnify, and hold Beam (including our related corporations, affiliates, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders) (collectively, the "**Beam Group**") harmless from any claims, demands, actions, suits, losses, costs, liabilities and expenses (including all legal fees on an indemnity basis) in connection with or arising out of this Agreement and your provision of Beam Services including:

您應就任何因您依本契約提供 Beam 服務有關或所生之主張、請求、訴訟、損失、損害、成本、支出等，為 Beam（包含我們的關係公司、企業、繼承人、受讓人，及任何一位我們的人員、董事、員工、代理人或股份）（合稱『Beam 集團』）抗辯、使其免責且不受任何損害（包含不需負擔所有法律事務費用），包含：

- (a) any breach of any term of this Agreement by you (or your employee, officer or agent);
您（或您的員工、人員或代理人）違反本契約之任何規定；
- (b) any unlawful or negligent act or omission by you (or your employee, officer or agent);
in performing the Beam Services;
您（或您的員工、人員或代理人）在履行 Beam 服務時，有任何不合法、過失或疏忽之行為；
- (c) any misuse or unauthorised disclosure of Confidential Information by you (or your employee, officer or agent);
您（或您的員工、人員或代理人）有任何濫用或未獲授權而揭露機密資訊；
- (d) any infringement of Intellectual Property Rights by you (or your employee, officer or agent);
您（或您的員工、人員或代理人）侵害任何智慧財產權；
- (e) Beam being held to be your or your employee's employer (or any payment Beam is required to make as an employer);
當 Beam 成為您或您的員工的僱主（或任何 Beam 作為僱主應給付之費用）；
- (f) your violation of any law (including laws relating to workplace safety and health); or
您違反任何法律（包含職業安全及衛生之相關法律）；或

(g) your ownership, use, operation or possession of a Beam Vehicle without any problem of Beam Vehicle, or any vehicle used in the performance of Beam Services.

您所有、使用、操作或持有的 Beam 車輛或用於履行 Beam 服務的任何車輛並沒有任何問題的情形。

10.3. Any member of the Beam Group shall be entitled to enforce the terms of this clause 10 in its own right as if it were a party to this Agreement.

任何 Beam 集團的成員均有權得以本契約當事人之地位，實行第 10 條之規定。

11. Limitation of Liability

責任限制

11.1. In no event will any member of the Beam Group be liable to you whether in contract or tort (including negligence or breach of statutory duty) or otherwise for any direct or indirect loss or damage (including loss of revenue or profits, incidental, special, exemplary, punitive, consequential, or indirect damages (including damages for deletion, corruption, loss of data, loss of programs, failure to store any information or other content maintained or transmitted by the Beam App, service interruptions, or for the cost of procurement of substitute services)) arising out of or in connection with the Beam App, the Beam Services, or this Agreement, even if we or our agents or representatives know or have been advised of the possibility of such damages.

Beam 集團的任何成員將不會對您因與 Beam App、Beam 服務或本契約相關而生之直接或間接的損失、損害（包含收入或利益之損失、附帶的、特別的、示範性的、懲罰性的，或間接的損害（包含資料的刪除、毀損、遺失、程式的遺失、由 Beam App 所維護或傳輸的任何資訊或內容儲存失敗、服務中斷，或尋求替代服務成本的損失））負擔任何契約或侵權行為之責任（包含過失或法定責任之違反），不論我們或我們的代理人或代表人是否知悉或已被告知有該等損害之可能性。

11.2. You agree that Beam will be not liable for any loss or damage to you or any third parties arising from or related to the App, Beam Vehicles, or Beam property. In no event will Beam be liable for any lost profits, lost or incorrect data, or loss of use in connection with the use of the App, Beam Vehicles, or any other Beam property provided by Beam or in connection with any other claim arising from this Agreement, even if Beam has been advised of the possibility of such damages. You further agree that our aggregate liability to you arising out of or in connection with this Agreement shall not exceed USD 1000.00.

您同意 Beam 不需對您或任何第三人，就與 App、Beam 車輛或 Beam 財產相關之任何損失或損害負責。在任何情況下，Beam 都不需要對與 App、Beam 車輛之使用或任何其他 Beam 所提供的 Beam 財產或任何其他依本契約所生之主張相關之任何利益受損、喪失或錯誤資料或使用權喪失，負其責任，即使 Beam 已被告知有該等損害之可能性。您亦同意我們對您依本契約所負責任之上限為美金 1000 元。

- 11.3. The Beam App and all Beam Vehicles are owned by and shall remain our property at all times. The Beam App, Beam Vehicles, and any other property provided to you by Beam are provided to you on an “as is, where is” basis and any use of the App, Beam Vehicles, or Beam property are at your own risk. We expressly disclaim all warranties, whether express, implied, or statutory, including any implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose.

Beam App 及所有 Beam 車輛為我們所有之財產。Beam App、Beam 車輛，及任何其他 Beam 提供給您的財產，均以現狀提供，且您將自行承擔任何使用 Beam App、Beam 車輛，或 Beam 財產之風險。我們明確否認所有保證，不論係明示、默示，或以文字表示，包含任何默示保證權利、不侵權、適銷性，或適於特定目的。

- 11.4. Any member of the Beam Group shall be entitled to enforce the terms of this clause 11 in its own right as if it were a party to this Agreement.

Beam 集團的任何成員均有權以本契約一方當事人之地位，自行實行第 11 條之規定。

12. Amendments to Agreement

契約修改

- 12.1. When changes are made, Beam will make a new copy of the Agreement available within the Beam App. You must accept the terms of the amended Agreement through the Beam App before you may continue providing the Beam Services.

契約如有修改，Beam 將製作新的契約，並顯示於 Beam App。您必須接受本契約之修正條款後，始能繼續提供 Beam 服務。

- 12.2. Notwithstanding clause 12.1, your continued use of the Beam App or continued provision of the Beam Services shall be deemed to be and/or constitute your acceptance of the prevailing terms of this Agreement as amended by us from time to time.

儘管有第 12.1 條之規定，您繼續使用 Beam App 或繼續提供 Beam 服務，將被視為您已接受我們每次修正之契約條款。

13. No Assignment of Rights

不得權利移轉

Your rights and obligations under this Agreement are personal to you. You may not assign any of your rights or delegate any of your duties under this Agreement without our prior written consent and any assignment or delegation or attempts thereof to assign or delegate your rights or obligations shall be null and void.

您依本契約之權利及義務為您個人所專屬。非經我們事前書面同意，您不得移轉任何您依本契約之權利或將任何您依本契約之責任委任予他人，否則任何移轉、委任或相關意圖以移轉或委任您的權利或義務，均為無效。

14. Waiver

權利拋棄

- 14.1. Any delay, failure or forbearance by Beam in exercising or enforcing any right (in whole or in part) provided by this Agreement or by law shall not operate as a waiver or release, or in any way limit Beam's ability to further exercise or enforce that, or any other, right.

Beam 實行本契約或依法得行使之任何權利（不論全部或部分），即使有任何遲延、未行使或延遲行使，均不代表拋棄、放棄或以任何方式限制 Beam 再行使或實行該等或其他的權利。

- 14.2. A waiver of any breach of any provision of this Agreement shall not be effective or implied unless that waiver is in writing and is signed by Beam, and shall only constitute a waiver only with respect to the specific default or breach specified and only to the extent expressly provided.

拋棄任何違反本契約任何規定之權利者，非以書面且經 Beam 簽署，不生效力。該拋棄僅就特定權利之違反或不履行，且僅限於以文字表達之部分。

15. Notices

通知

- 15.1. Any correspondence, document, notice or other communication to be given under or in connection with this Agreement shall be in the English language in writing, and will be deemed given when sent to by email us at legal@ridebeam.com, or to you at the email address you used to register in respect of the provision of the Beam Services, as the case may be.

任何依本契約所為之通信、記錄、通知或其他通訊應以英文書面作成，並於寄發 email 至 legal@ridebeam.com 給我們時或寄發 email 至您登記於 Beam 服務的電子信箱時，視為已通知。

- 15.2. For the avoidance of doubt, clause 15.1 shall not apply to the service of process.

為避免疑慮，第 15.1 條之規定不適用於法律文書送達。

16. Third Party Rights

第三人權利

Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no rights to enforce any term of this Agreement.

除本契約另有規定外，非本契約當事人之一方者，無權實行本契約之任何條款。

17. Term and Termination

期間及終止

- 17.1. This Agreement may be terminated:

本契約得以下列方式終止：

- (a) by either party, without cause and without providing any reasons, upon seven (7) days' prior written notice to the other party; or
任一方當事人提前 7 日以書面通知他方，毋需任何原因或提供任何理由；或
- (b) by us immediately without notice and without payment in lieu of notice if:
在下述情況下，由我們立即終止，毋需催告且不需以金錢給付代替催告：
- (i) you (or your employee, officer or agent) commit a material breach of this Agreement;
您（或您的員工、人員或代理人）構成重大違反本契約；
 - (ii) you (or your employee, officer or agent) act in a manner that we reasonably regard as inappropriate or unprofessional;
您（或您的員工、人員或代理人）的履行方式被我們合理認定為不適當或不專業；
 - (iii) you (or your employee, officer or agent) fail to provide the Beam Services in a safe manner;
您（或您的員工、人員或代理人）未以安全方法提供 Beam 服務；
 - (iv) you become insolvent or go into liquidation or enter into any arrangement or composition with your creditors, or any action is taken for the appointment of an administrator or official manager or receiver over your assets;
您被宣告破產，或進入清算程序，或您與您的債權人已簽署任何和解協議或債務整理協議，或您被指派管理人或檢查人或破產管理人處理您的資產；
 - (v) you are charged with a breach of any law;
您被控告違反任何法律；
 - (vi) you (or your employee, officer or agent) engage in any misconduct (including but not limited to fraud or dishonest behaviour) or in any activity in conflict with or adverse to the activities, affairs or reputation of Beam or which in our opinion renders the continued provision of the Beam Services adverse to the interests, activities, affairs or reputation of the Beam Group.
您（或您的員工、人員或代理人）為任何不當行為（包含但不限於詐欺或不誠實行為）或任何行為產生利益衝突或有害於 Beam 的業務、事務或名譽，或當我們認為繼續提供 Beam 服務有悖於 Beam 集團的利益、業務、事務或名譽。

17.2. For all other breaches of this Agreement, you will be provided notice and a reasonable opportunity to remedy the breach. If the breach is remedied in a timely manner and to Beam's satisfaction, Beam may choose not to terminate this Agreement.

就所有本契約其他規定之違反，您將會被事先通知，且有合理的機會修補該約之違反。若該契約之違反已及時修補且滿足 Beam 的要求，Beam 得選擇不終止本契約。

17.3. Notwithstanding the provisions of clause 17.1 and 17.2, Beam may terminate this Agreement or deactivate your account immediately in the event that Beam reasonably believes that such action is necessary to protect the safety or interests of Beam, any member of the Beam Group, users of the Beam App or third parties, or to promote or protect Beam's business and operations.

儘管有第 17.1 條及第 17.2 條之規定，若 Beam 合理認為有必要保護 Beam、Beam 集團的任何成員、Beam App 的使用者或第三人的安全或利益，或為促進或保護 Beam 的業務及營運時，Beam 得立時終止本契約或關閉您的帳號。

17.4. Clauses 8 to 11 shall survive the termination or expiration of this Agreement.

第 8 條至第 11 條之規定，於本契約終止或屆滿後，仍繼續生效。

17.5. Termination of this Agreement shall be without prejudice to any existing rights and/or claims that Beam may have against you, and shall not relieve you from fulfilling the obligations accrued prior to such termination.

本契約之終止，將不會影響任何 Beam 得對您行使的任何現存的權利及/或主張，且您仍應繼續履行您在終止前所生應履行之義務。

17.6. If Beam terminates this Agreement because you are in breach of any of your main obligations, then:

若 Beam 係因您違反任何您的主要義務，而終止本契約，則：

- (a) you will no longer be able to be in possession of the Beam Vehicles;
您不得再占有 Beam 車輛；
- (b) you shall return the Beam Vehicle(s) in your possession within 24 hours of the termination, regardless of whether your services have been fully performed;
您應於終止後 24 小時內，返還您所占有的 Beam 車輛，不論您的服務是否已完成；
- (c) you must use all reasonable efforts to return the Beam Vehicle(s) to us as soon as possible at your own expense to a place directed by us together with all chargers supplied by us (or equivalent);
您必須以合理努力將 Beam 車輛及所有我們提供的充電設備，歸還至我們指定的處所，並自行負擔費用。
- (d) if your services have not been fully performed upon return of the Beam Vehicle(s), your Contract Fees may be reduced at Beam's sole and absolute discretion; and

若您在返還 Beam 車輛時，尚未完成您應履行的服務，您的契約報酬得由 Beam 自行認定而酌減；及

- (e) you will also be responsible for any reasonable costs and expenses incurred by us in recovery, including, but not limited to, solicitor's fees, agent's fees and storage charges. 您亦將負擔我們為回復原狀所為之合理成本及費用，包含但不限於律師費、代理人費用及倉庫費用。

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

請仔細閱讀本節規定 - 此將嚴重影響您法律上的權利，包含您向法院提起訴訟之權利。

18. Initial Dispute Resolution

初次紛爭解決

- 18.1. Support is available via the Beam App to address any concerns you may have regarding your provision of Beam Services and/or this Agreement. The parties shall first use their best efforts to negotiate in good faith to settle any dispute, claim, question, or disagreement and engage arising out of or in relation to this Agreement or the provision of the Beam Services.

若您就提供 Beam 服務及/或本契約之規定有任何疑問，Beam App 上均有提供支援。雙方當事人首先應盡最大的努力，善意協商，以解決任何與本契約相關或因本契約所生，或關於提供 Beam 服務之紛爭、主張、問題或意見分歧。

- 18.2. For the avoidance of doubt, compliance with clause 18.1 shall be a condition precedent to either party commencing the procedure under clause 19.

為避免疑慮，在任一方當事人依第 19 條之規定開啟法律程序之前，應先依 18.1 之規定進行。

19. Jurisdiction

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- 19.1. If the parties do not settle the dispute within a period of 30 days from the commencement of negotiations pursuant to clause 18, either party shall initiate mediation at the competent civil court. In case mediation fails, either party may initiate litigation or other procedures under the jurisdiction pursuant to clause 19.

如契約當事人無法依第 18 條，於協商開始後之 30 日內解決爭端，任一方當事人應於民事管轄法院提起調解。如調解不成立，任一方當事人應依第 19 條，於管轄法院起訴或進行其他程序。

- 19.2. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the applicable competent court in accordance with the Taiwan Civil Code of Procedure and other laws and

regulations related to jurisdiction for the time being in force, which are deemed to be incorporated by reference in this clause.

任何由本契約而生或與之相關之爭端，包含與本契約之存在、效力或終止之問題，應由依當時可適用之台灣民事訴訟法或其他與管轄相關之法規（視為已納入本條款內容），具管轄權之法院終局解決。

20. Privacy 隱私權

You consent to the collection, use or disclosure of your personal data in accordance with Beam's privacy policy and procedures which may be found on the Beam App and our website. You may also obtain a copy of our privacy policies by writing to the Data Protection Officer at legal@ridebeam.com. These policy and procedures set out, among other things, how you may access, seek correction of or make a complaint in relation to the handling of personal data.

您同意我們依 Beam 的隱私權保護政策及程序（參閱 Beam 手機 App 及我們的網站），蒐集、使用或揭露您的個人資料。您亦可寄電子郵件予資料保護專員（信箱為 legal@ridebeam.com），書面要求提供本公司隱私權保護政策之影本。該隱私權保護政策及程序內容，將說明您如何取得、要求修正個人資料或提出與個人資料相關之申訴。

21. General 一般條款

21.1. This Agreement shall be governed by, construed and interpreted in accordance with the laws of Taiwan.

本契約之準據法為台灣法。

21.2. If one or more provisions of this Agreement are held to be unenforceable under any applicable law(s), then such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and parties agree to carry out the Agreement and perform their respective obligations in such a manner as far as a possible to give effect to the original intention of the invalid, illegal or unenforceable provision.

若基於任何相關之法律，本契約之一個或多個條款為無拘束力，則該條款之無效、違法或無拘束力並不影響本契約任何之其他條款。契約當事人同意，在可實行的程度內，將依照該無效、違法或無拘束力條款之原意，履行本契約與其各自的義務。

21.3. This Agreement constitutes the entire agreement between you and Beam in connection with its subject matter and supersedes all previous agreements, understandings or discussions between the parties in connection with its subject matter.

本契約為您與 Beam 之間就契約標的相關事項的完全合意，並取代契約當事人先前就契約標的相關事項之所有合意、理解或討論。

21.4. Definitions

定義

The following definitions apply in this Agreement:

本契約之字詞定義如下：

"Contract Materials" means Material created, made or discovered by the Contractor (either alone or with others) in the course of your engagement or as a result of using the resources (including the Confidential Information and Intellectual Property Rights) of Beam.

「**契約素材**」意指，承攬人(不論自己或聯合他人)於契約期間或使用 Beam 的資源 (包含機密資訊及智慧財產權) ，而創作、製造或發現的素材。

"Confidential Information" means any information of a private, secret, confidential or commercially sensitive nature and which may not be readily available to the Beam Group's competitors or the general public (of any nature and in any form, including whether given in writing or orally or in a visual or electronic, magnetic or digital form) including but not limited to any trade secret, information regarding confidential operations, processes, dealings or any information (other than within the public domain) concerning the operations, business finances or affairs of Beam and its related corporations (as that term is defined in the Companies Act) or any of their respective customers, clients or suppliers (including but not limited to terms of contracts or arrangements, existing or potential projects, accounts information regarding customers, clients or suppliers, disputes, business development and/or marketing programmes and plans) which may come to your knowledge during the provision of Beam Services, whether or not the same is committed to in writing, oral or on tape or stored in computers, processors, electrical, mechanical, or telephone conversations.

「**機密資訊**」意指，您於提供 Beam 服務時可能知悉之任何隱密、秘密、機密或商業上敏感，且不為 Beam 集團的競爭者或一般大眾所知悉 (以任何形式知悉，包含不論以書面、口頭或視覺、電子或磁化的、數位的形式) 的資訊，該資訊包含但不限於任何營業秘密、與營運機密、處理流程、交易相關之資訊、與 Beam 及其相關公司 (依公司法之定義) 或其個別顧客、客戶或供應商之營運、公司財務或事項相關 (除了已公開之資訊外) 之任何資訊 (包含但不限於契約或協議之條款、現有的或潛在的計畫、顧客、客戶或供應商之銀行帳戶資訊、爭端、商業進展及/或行銷計畫) ，不論是否以書面、口頭、錄音帶記錄，或是否儲存於電腦、處理器、電子設備、機械設備或電話交談內。

"Existing Materials" means Materials created, made or discovered by you prior to or outside the scope of your engagement that you use or supply in the course of your engagement.

「**既有素材**」意指，您於契約期間使用或供應，但係於契約成立前或超出契約工作內容所創作、製造或發現之素材。

"**Intellectual Property Rights**" means all present and future rights conferred by law in or in relation to copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and confidential information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable, and include:

「**智慧財產權**」意指，所有現在或未來，法律賦予的或與著作權、商標、設計、專利、電路圖、植物品種、商業網域名稱、發明與機密資訊相關的權利，及其他在產業、商業、科學、文學及藝術領域中，智識活動之產出，不論其是否可被註冊、已註冊、或可授予專利權，其內容包含：

- (a) all rights in all applications to register these rights;
申請註冊該權利的所有權利；
- (b) all renewals and extensions of these rights; and
更新及展延該權利的所有權利；及
- (c) all rights in the nature of these rights, such as Moral Rights.
該權利性質中的所有權利，如著作人格權。

"**Materials**" means works, ideas, concepts, designs, inventions, developments, improvements, systems or other material or information.

「**素材**」意指，著作、思想、概念、設計、發明、開發、改良、系統或其他素材或資訊。

"**Moral Rights**" means:

「**著作人格權**」意指由著作權法所給予的下列權利：

- (a) rights of integrity of authorship or performership;
著作人或表演者的禁止不當修改權；
- (b) rights of attribution of authorship or performership;
著作人或表演者的姓名表示權；
- (c) rights not to have authorship or performership falsely attributed,
著作人或表演者禁止冒名表示的權利，

conferred by the Copyright Act; and

以及

rights of a similar nature that exist, or may come to exist, anywhere in the world.

存在或將可能存在於世界上任何一處而具有相似性質的權利。

"**Taxes**" means a tax, levy, duty, charge, deduction or withholding (including Goods and Services Tax), however it is described, that is imposed by law or by a government agency, together with any related interest, penalty, fine or other charge.

「稅賦」意指，賦稅、課徵、關稅、費用、扣除額或扣繳（包含貨物與服務稅），不論其名稱，而依據法律或由政府官員所規定，包含任何相關之利息、罰款、罰鍰或其他費用。

If you have any questions regarding this Agreement, please contact legal@ridebeam.com.

若您對本契約有任何問題，請您聯繫 legal@ridebeam.com。

ADDENDUM A - Charger Services Addendum

附錄 A - 充電者服務附錄

The following addendum applies only if you are providing services to Beam as a Charger ("Beam Charger Services"), and should be read in conjunction with the general terms and conditions set forth above.

下列的附錄只適用於您是 Beam 充電者服務提供者 (『Beam 充電者服務』) 的情況, 並且應與上列的一般契約條款一同閱讀。

Your Provision of Charger Services for Beam

您向 Beam 所提供之充電者服務

You can provide Beam Charger Services by clicking the "Beam Charger" button on the Beam App and scanning the code on the Beam Vehicle into the App. The Beam Vehicle will unlock, so that you may take and charge the Beam Vehicle. You must capture and unlock the Beam Vehicle in the App before moving it.

你能夠透過點選在 Beam 的 App 上的「Beam 充電者」按鍵, 並掃描在 Beam 車輛上的圖碼至 App, 來提供充電者服務。Beam 車輛將會解鎖, 您即可取走並充電 Beam 車輛。您必須在移動 Beam 車輛前先在 App 上拍攝並解鎖 Beam 車輛。

If you are engaged as a Beam Charger, you agree to perform the following services:

若您成為 Beam 的充電者, 你即同意履行下列之服務:

- Charge the Beam Vehicle to 100% charge and return that Beam Vehicle to an authorized Beam Vehicle location ("Beam Point") in the appropriate manner by the stipulated time the following day, and in no event more than 24 hours from the time you unlock the Beam Vehicle;
- 將 Beam 車輛充電至 100%, 並以適當方式在隔天所規定的時間歸還 Beam 車輛至授權之 Beam 車輛地點 (『Beam 站點』), 且在任何情況下, 您的歸還時間均不會超過自您解鎖 Beam 車輛起之 24 小時;
- Return the Beam Vehicle in good serviceable condition or immediately notify Beam if the Beam Vehicle requires maintenance;
歸還 Beam 車輛時應保持其良好可使用之狀態, 或於需要維修時立刻通知 Beam;
- Provide photographs of the Beam Vehicle showing that it has been returned appropriately to the Beam Point; and
提供 Beam 車輛已經妥適歸還在 Beam 站點的照片; 與
- Such further or other services as may be reasonably required.
諸如其他可能會合理要求您提供的服務。

Beam may recommend and make available to you "Charger Guidelines" through the App or in writing. You must comply with the terms of the Charger Guidelines (as amended by Beam at its sole and absolute discretion from time to time).

Beam 可能會透過 App 或文件建議並提供您「充電者指引」。您必須遵守充電者指引中的規定 (然而 Beam 會不時地自行斟酌並修訂)

Beam's records shall be conclusive evidence of all matters arising out of or in connection with your provision of Beam Charger Services and shall not be subject to any challenge.

Beam 的紀錄應為所有衍生於或有關於您所提供的充電者服務事項的最終證據，而不得有任何異議。

Payment for Your Charger Services

充電者服務的報酬

You will receive payment for providing Beam Charger Services pursuant to the terms of this Agreement. You are only entitled to a payment for each Beam Vehicle that you fully charge to one hundred percent charge (100%) based on the then-applicable rate for the applicable Beam Vehicle as displayed on the Beam App.

根據本契約之條款，您將會因為提供 Beam 充電者服務而收到報酬。就每一部 Beam 車輛而言，您僅有在根據 Beam 的 App 所顯示，該 Beam 車輛的可用電量已被完全充飽至百分之百 (100%) 時，才有權利獲得該報酬。

If the Beam Vehicle is returned to a Beam Point or sent to an authorized Beam repair location after 7:00 a.m. local time the following day or such later time as provided by Beam in its sole discretion, your total payment (including any incentives) for Services related to such Beam Vehicle may be reduced at Beam's sole and absolute discretion. If a Beam Vehicle is not returned to a Beam Point or sent to an authorized Beam repair location within three (3) days from the date you first unlocked the Beam Vehicle, it shall be deemed that you will not be returning the Beam Vehicle and you will be charged for the full value of the Beam Vehicle (US\$900, or such other sum as determined by Beam from time to time).

若 Beam 車輛在隔天的當地時間早上 7 點後，或是在 Beam 所規定的時間之後歸還至 Beam 站點或送至授權的 Beam 維修站，您對於 Beam 車輛相關服務的報酬 (包含獎勵金) 可能會由 Beam 全權審酌後而有所減少。若 Beam 車輛並未在自首次解鎖 Beam 車輛之日後的三 (3) 日內歸還至 Beam 站點或送至授權的 Beam 維修站，則視為您將已不會歸還 Beam 車輛，而您必須支付 Beam 車輛完整的價錢 (美金 900 元，或是其他由 Beam 另行決定之價額)。

We reserve the right to reduce or refuse payment if we deem (at our sole and absolute discretion) that you have not provided the Beam Charger Services in accordance with the terms of this Agreement.

若我們認為 (全權由我們判斷) 您並未依照本契約的條款提供 Beam 充電者的服務，我們保留減少或拒絕支付報酬的權利。

Charger Cords

充電線

You must use the charging cords (each a "Cord") prescribed and provided by Beam.

您必須使用由 Beam 所規定並提供的充電線 (下稱『充電線』)。

Representations, Warranties, and Agreements

聲明、保證與同意

By providing Beam Charger Services, you represent, warrant, and agree that:

透過提供 Beam 充電者服務，您聲明、保證並且同意下列事項：

- you own, or have the legal right to use the electricity fed to Beam Vehicles in your possession;
您對於您所用來充電您所保管的 Beam 車輛的電源，擁有所有或使用之法律權利；
- you will at all times only use premises that are reasonably safe and suitable to provide the Beam Charger Services; and
在所有情況下，您只會使用合理安全且合適於提供 Beam 充電者服務的設施場所；並且
- you have access to and will provide reasonable space and ventilation of Beam Vehicles while charging to prevent overheating of the Beam Vehicles and Cords.
在充電時，您能夠使用且將會提供 Beam 車輛合理的空間與通風，來防止 Beam 車輛與充電線過熱。