

Terms of Service -Taiwan

These Terms of Service are current as of 23 April 2019

服務條款 – 台灣

本服務條款為 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 utilising the App, the Site and/or the Service (as defined in the Terms). **By accessing and/or using the App, the Site and/or the Services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not continue to access and/or use the App, the Site or the Services.**

請仔細閱讀以下條款。 以下條款（「服務條款」）之適用，應依您使用 App、網站或服務時所在特定國家之規定（依下述服務條款之定義）。**使用 App、網站及服務，視同您接受本服務條款的内容。若您不同意服務條款的内容，請勿繼續使用本 App、網站或服務。**

You further agree that usage of the App, the Site and/or the Service in any country which may differ from the country where you originally registered for the App (the “Alternate Country”) shall be subject to the terms and conditions prevailing for that Alternate Country (the “Alternate Terms”). The Alternate Terms can be found at <https://www.ridebeam.com>.

您並同意於您使用本 App、網站及/或服務時，位於原先註冊本 App 地以外之其他國家（「他國」），應適用他國優先適用之條款（「他國條款」）。他國條款的資訊，請參見連結：<https://www.ridebeam.com>。

If you are below 20 years old: you commit to obtain consent from your parent(s) or legal guardian(s), their acceptance of these Terms and their agreement to take responsibility for: (i) your actions; (ii) any charges associated with your use of any of the Services; and (iii) your acceptance and compliance with these Terms. **If you do not have consent from your parent(s) or legal guardian(s), you must stop accessing and/or using the App, the Site or the Services.**

若您未滿 20 歲：您承諾您的家長或法定監護人已同意本服務條款，且他們同意就以下事項負責：(i) 您的行為；(ii) 與您使用本服務相關之任何收費；及(iii) 您接受並遵守以下條款。**若您未取得您的家長或法定監護人之同意，您必須停止使用本 App、網站及服務。**

You agree that it shall be your responsibility to review the Terms regularly and also the Alternate Terms applicable to any Alternate Country where you use the Site, the App and/or the Service.

您同意你有責任定時查閱服務條款及您使用本 App、網站及服務所在地之他國條款。

1. Definitions and interpretation

1.1 Unless otherwise defined, the definitions and provisions in respect of interpretation set out in Schedule 1 will apply to these Terms.

定義及解釋

除另有約定外，列表 1 所載之定義及解釋適用本服務條款。

2. Access to and use of the App, the Site and the Services

2.1 Beam and the User are the only parties to these Terms.

Beam 及使用者為本服務條款之唯一的雙方當事人。

使用本 App、網站及服務

2.2 **Security Credentials:** The App, the password-protected and/or secure areas of the Site and the Services may only be accessed by you with the use of your Security Credentials. The Security Credentials may either be: (i) determined and issued to you by us; or (ii) provided by you and accepted by us in our sole and absolute discretion. We may at any time in our sole and absolute discretion forthwith invalidate the Security Credentials without giving any reason or prior notice and shall not be liable or responsible for any loss or damage suffered by or caused by you or arising out of or in connection with or by reason of such invalidation. You may from time to time be required to change your Password and hereby agree do so when required. You further agree to keep your Security Credentials confidential and shall be responsible for the security of your account. You are to notify us immediately if you have knowledge that or have reason for suspecting that the confidentiality of your Security Credentials has been compromised or if there has been any unauthorised use of your Security Credentials. We will then immediately terminate your account and all relevant transactions. You may request for information of transactions during the period of unauthorised use, and we will help you with the investigation to stop damage.

安全驗證: 您僅能憑您的安全驗證使用本 App、密碼保護及/或安全領域的網站及服務, 安全驗證可能為: (i) 由我們決定並發給您, 或(ii) 由您提供並由我們全權決定。我們得於任何時間、不備任何理由、不經事前通知, 馬上使安全驗證無效, 且我們不就您因無效所生或與之相關損失負責。您得隨時要求更改密碼。您並同意將自己的安全驗證保密, 且應就您帳戶的安全性負責。若您知悉或有理由懷疑您的安全驗證遭盜用或未經授權使用, 您必須馬上通知我們, 我們即會停止該帳號之使用及所有相關交易。您得向我們請求提供被冒用期間之交易資訊相關資料, 我們將協同您進行查證, 以防止損害擴大。

2.3 **Purported use/access:** You agree and acknowledge that:

有意使用: 您同意且聲明內容如下:

(a) any: (i) access to or use of, or purported access to or use of, the App, the Site and/or the Services; and/or (ii) information, data, instructions or communications, whether it is your use or your authorized use, referable to your Security Credentials shall, as the case may be, be deemed to be: (A) access to or use of the App, the Site and/or the Services by you; and/or (B) information, data, instructions or communications transmitted and validly issued by you; and

任何: (i) 使用或有意使用本 App、網站或服務; 及/或(ii) 與您的安全驗證相關之資訊、資料、指示或通訊, 不論您本人或您授權之使用, 應視

為(A) 您已使用本 App、網站、且/或服務；及/或(B) 您已傳輸及有效發出資訊、資料、指示或通訊；及，

- (b) you shall be bound by any: (i) access to or use of, or purported access to or use of, the App, the Site and/or the Services; and/or (ii) information, data, instructions or communications, whether it is your use or your authorized use, referable to your Security Credentials, and you agree that we (and our service providers) shall be entitled (but not obliged to) act upon, rely on and/or hold you solely responsible and liable in respect thereof, as if the same were carried out, transmitted or issued by you.

您應受以下內容拘束：(i) 使用或有意使用本 App、網站及/或服務；及/或(ii) 與您的安全驗證相關之資訊、資料、指示或通訊，不論您本人或您授權之使用，均視同您本人傳輸及發出，我們（及我們的服務提供者）得使您依規定對其負責（但我們無義務）。

3. The App, the Site and the Services

App、網站及服務

3.1 **General Terms of Use:** You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the access to and/or use of the App, the Site and/or the Services (including the Guidelines), as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the App and/or the Site and your continuous use of the App and/or the Site.

一般使用條款： 您同意遵守與使用本 App、網站及/或服務（包含指導方針）相關之所有準則、通知、操作規則、政策及指示，及上述我們發布之修改內容。我們保留隨時修改指示、通知、操作規則、政策及指示之權利，該修改內容於 App 及/或網站上發布且您繼續使用時，視為您知悉並受拘束。

3.2 **Use of the App, the Site and the Services:** Without prejudice to the generality of Clause 3.1, you acknowledge and agree:

使用 App、網站及服務： 在不影響第 3.1 條之規定下，您同意且聲明內容如下：

- (a) that you have read, understand and agree to be bound by these Terms;

您已閱讀、了解及同意受本服務條款之拘束；

- (b) that you at least 20 years old. If you are below 20 years old, you have obtained consent from your parent(s) or legal guardian(s), their acceptance of these Terms and their agreement to take responsibility for: (i) your actions; (ii) any charges associated with your use of any of the Services; and (iii) your acceptance and compliance with these Terms;

您至少滿 20 歲。若您未滿 20 歲，您的家長或法定監護人已同意本服務條款，且他們同意就以下事項負責：(i) 您的行為；(ii) 與您使用本服務相關之任何收費；及(iii) 您接受並遵守以下條款；

- (c) that the Vehicles and any equipment attached thereto shall remain our property at all times and we shall be entitled to repossess and remove the Vehicle and any equipment at any time;

本服務條款所指之車輛及任何設備，皆為我們的財產。我們得隨時收回及移除車輛及任何設備；

- (d) that you will at all times: (i) be the sole user of, and shall not rent, license or make available to any Third Party, any Vehicle rented by you for any reason whatsoever; and (ii) use the Vehicle only for the purpose of personal transportation and in accordance with these Terms, the Guidelines and any notices, operating rules and policies and instructions issued by us from time to time;

您將：(i) 為唯一的使用者，且不得將您租賃之車輛出租、授權予第三方，或使第三方使用，不論任何理由，及(ii) 僅得依我們隨時發布之本服務條款、我們的指導方針及任何通知、操作規則、政策及指示，為個人運輸用途使用車輛；

- (e) that you shall not (and shall ensure that no person shall): (i) encumber in any way whatsoever the Vehicle; (ii) tamper with or make any modifications to the Vehicle; and/or (iii) alter, remove, obscure, delete or tamper with any notices, marks, numbers, labels, logos or other means of identification placed, affixed or used on the Vehicle;

您不得（且您須確保第三人不得）：(i) 於車輛上欠款；(ii) 擅自改動車輛；及/或(iii) 修改、移除、藏匿、刪除或擅自改動任何通知、記號、數字、標籤、標誌或其他放置、黏貼或使用於車輛上之辨識圖樣；

- (f) that in the event that any modifications/defects as stated in Clause 3.2(e) is discovered, you shall immediately report such modifications/defects to Beam and cease from further using the Vehicle.

若您發現有第 3.2(e)條提及之改動/瑕疵，您應立即通報該情形予 Beam，並停止使用該車輛；

- (g) that you shall protect and safeguard the Vehicle (including maintaining adequate security arrangement) with the care of a good administer while the Vehicle are in your custody. You shall not sell, pledge, and pawn the Vehicle;

您應盡善良管理人注意義務保管車輛，並應妥善保管（包含提供合適的安全措施），禁止出賣、質押、典當車輛等行為；

- (h) that you are familiar with the operation of the Vehicle and are responsible for ensuring that the Vehicle is operated in a safe manner having regard to, amongst others, the weather condition and the use of appropriate protective equipment;

您清楚車輛的操作，並須以安全方式使用車輛，包含於適宜的天氣環境下使用及配戴適當的護具；

- (i) to ensure that any information or data you post on the App and/or the Site in connection with the Services is accurate and agree to take sole responsibility for such information and data;

您須確保於 App 及/或網站張貼與服務相關之資訊或資料為正確，且同意單獨對該資訊或資料負完全責任；

- (j) to access and/or use the Services only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to the Services in good faith;

您以合法用途及方式使用服務，並以善意進行與服務相關之活動；

- (k) that you will comply with all applicable road laws, rules and regulations of the jurisdiction in which the Service is being used, which is in force at the time you are using the Service, including but not limited to Chapter III Slow-moving Vehicles of the Road Traffic Management and Penalty Act and Chapter V Slow-moving Vehicles of the Rules on Road Traffic Safety in Taiwan;

您遵守所有使用服務地區之使用服務時有效的道路法律、規則及規範，包含但不限於台灣「道路交通管理處罰條例」第三章慢車、「道路交通安全規則」第五章慢車規定；

- (l) to operate the Vehicle in a safe and considerate manner while being mindful of other footpath or road users;

以安全及適宜的方式操作車輛，並注意行人走過或其他道路使用者；

- (m) if required by law, to wear a helmet at all times that meet the required standards and that has been properly fitted and fastened according to the manufacturer's instructions;

若依法律規定，您須配戴安全帽，則您應配戴安全帽，且依製造商的指示穩固戴好及扣好安全帽；

- (n) to take any additional precautions or safety measures necessary, including wearing appropriate footwear and additional protective equipment; and

採取任何預防措施或必要的安全措施，包含穿著適當的鞋子及穿戴額外的護具；及，

- (o) to only park and return the Vehicles in places where Beam can access them.

僅在 Beam 可取得的地方停放及歸還車輛。

- (p) We ensure the Vehicle is in a condition as to be fit for the use. If you find a malfunction or irregularity in the Vehicle, you shall return the Vehicle or contact our staff (email contact as referenced on the App). We will not charge you for this rental.

我們確保租賃期間車輛合於約定使用狀態。若您發現車輛有故障或異常情事者，應立即還車或聯絡客服人員（客服人員電子信箱載於 App 上）尋求協助，我們就該次租賃不予收費。

- (q) With the computer system of online transactions, we have automatic response system and shall ask you to confirm the device again. When you complete each transaction, we will notify you with automatic response system, and request you to confirm your device again. After your confirmation, the lease agreement shall be deemed to have concluded.

透過網路交易之電腦系統，我們將有自動回覆並請您再次確認裝置。每項交易完成後，我們將以電腦系統自動回覆通知您並請您再次確認裝置，在您確認後，即成立租賃契約。

- (r) If during the lease there is a penalty due to breach of transportation laws and regulations that is attributable to you, you shall be liable for all fines and penalties.

租賃期間，如有可歸責於您之事由致違反交通法令之處罰案件者，您應自行對罰鍰及處分負責。

3.3 **Restricted activities:** You agree and undertake NOT to:

限制活動：您承諾不從事以下行為：

- (a) allow any other person to use a Vehicle that you have rented;

允許第三人使用您租賃的車輛；

- (b) impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;

冒充任何個人或機構、錯誤陳述或假冒您與該個人或機構的關係；

- (c) use the Services for illegal purposes;

將本服務使用於非法用途；

- (d) attempt to gain unauthorised access to or otherwise interfere or disrupt other computer systems or networks connected to the App or the Site;

嘗試未經授權進入或干擾與 App 或網站相關之其他電腦系統或網路；

- (e) post, promote or transmit through the App or the Site any Prohibited Materials;

透過 App 或網站張貼、宣傳或傳輸任何違禁品；

- (f) interfere with another User's utilisation and enjoyment of any of the Services;

干涉其他使用者使用本服務；

- (g) use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the App's or the Site's data or damage or interfere with the operation of another User's computer or mobile device;

以任何方式使用或上傳任何含有或你有理由懷疑含有病毒、損壞元件、惡意程式或破壞性元件的軟體或素材，並可能損害 App 或網站之資料或資訊，或干涉其他使用者操作電腦或行動裝置；

- (h) use any of the Services other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws, or view, listen to, download, print or use the Services other than as allowed under applicable laws;

未遵守任何電腦網路、網路標準或法律之使用規範而使用本服務，或未依法閱覽、聆聽、下載、列印或使用本服務；

- (i) use the Service in a way that is contrary to any applicable road laws, rules and regulations where the Service is being used;

違反服務使用地區之道路法律、規則或規範而使用本服務；

- (j) use the Service on terrain or in conditions which are likely to damage the Vehicle;

於可能損壞車輛之地形或情形下使用本服務；

- (k) use the Vehicle in a way that endangers either you or any other persons, including transporting a passenger in any way whatsoever;

以使您或第三人產生危險之方式使用車輛，包含載人；

- (l) use the Vehicle while under the influence of any medication, alcohol, drugs or other substances that may inhibit your ability to use the Vehicle safely;

於使用藥物、酒精、毒品或其他物質並使您無法安全使用車輛之情形下，使用車輛；

- (m) exceed any safety restrictions for each Vehicle, including weight or speed;

超過每輛車輛的安全承載限制，包含重量或速度；

- (n) tamper with, dismantle or attempt to dismantle or remove any part of a Vehicle; or

擅自改動、拆卸或嘗試拆卸、移除車輛之任一部份；

- (o) transport the Vehicle out of Taiwan or to allow/facilitate the transport of the Vehicle out of Taiwan.

將車輛運出台灣或允許/協助車輛運出台灣；

3.4 **Availability of the App, the Site and the Services:** We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the App, the Site and/or any of the Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing and/or using any part of the App, the Site and/or the Services.

得使用 App、網站及服務：我們得不備任何理由、未經通知，更新、修改、暫停或終止本 App、網站及服務及/或移除 App、網站及/或服務，不論是全部或部分。若該更新、修改、暫停或終止行為，使您無法使用任一部分的 App、網站及/或服務，我們不予負責。

3.5 **Right, but not obligation, to monitor or control use or content, to report activity or request information:** We reserve the right, but shall not be obliged to:

監控、使用或內容控制、回報活動或要求資訊之權利（非義務）：我們保留從事以下行為之權利（非義務）：

(a) monitor, screen or otherwise control any activity, content or material on the App, the Site and/or through the use of the Services. We may in our sole and absolute discretion, investigate any violation of the terms and conditions contained herein and may take any action we deem appropriate;

監控、監視或以他種方式控制 App、網站及/或使用服務之內容或素材。我們得全權調查任何違反本服務條款之情形，且將採取合適的行動；

(b) prevent or restrict access of any User to the App, the Site and/or the Services;

使任何使用者無法使用或限制使用 App、網站及/或服務；

(c) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or

回報任何疑似違反法律、法規或規範情形予主管機關，且與該主管機關合作；及/或，

(d) to request any information and data from you in connection with your access to and/or use of the App, the Site and/or the Services at any time and to exercise our right under this Clause 3.5(d) if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

要求與您使用 App、網站及/或服務相關之任何資訊及資料。若您拒絕揭露該資訊及/或資料，或我們合理懷疑您提供不正確、誤導的或不實的資訊及/或資料，我們將行使第 3.5(d)條的權利。

3.6 **Additional terms:** In addition to these Terms, the use of specific aspects of the App, the Site and the Services or of more comprehensive or updated versions of the App, the Site and the Services offered by us and our designated sub-contractors or Affiliates, may be subject to additional terms and conditions, which will apply in full force and effect (including any applicable Alternate Terms).

額外條款：除本服務條款外，App、網站及服務之特定用途使用、或我們及我們指定之承包商或子公司提供之更全面、更新版本的 App、網站及服務，可能適用額外條款（包含其他可適用之他國條款）。

4. Charges and Payment
費用及付款

4.1 **Charges:** You shall pay to us the fee prescribed in, and in accordance with the instructions set out on the App and/or the Site. All prices quoted are subject to taxes, unless otherwise stated. If you pay the fee with a credit card, we will invoice the institutions engaging in credit cards after we provide the Services.

費用：您應依 App 及/或網站上的指示，付款予我們。除另有約定外，所有價格均應扣稅。若您以信用卡付款，我們將於提供服務後，向信用卡收單業務機構請求請款。

4.2 **Promotions:** We may operate promotions (collectively “Promotions”) through the App and/or the Site. You should carefully review the specific rules of each Promotion in which you participate through the App and/or the Site, as they may contain additional terms and conditions and other important information about your participation in such Promotion. To the extent that the terms and conditions of such specific rules conflict with these Terms, the terms and conditions of such specific rules shall prevail.

宣傳：我們得透過 App 及/或網站進行宣傳活動（「宣傳」）。您應仔細閱讀您經由 App 及/或網站參加的宣傳活動之特定規則，其可能含有額外條款及與您參與本次宣傳之相關資訊。若該特定規則的額外條款與本服務條款有衝突，該特定規則的額外條款將優先適用。

4.3 **Refunds:** You may request a refund through the App or by emailing support@ridebeam.com. Refunds for Users will be processed on a case by case basis and may be in the form of credit to use on the Services. We will typically approve refunds for hardware or software malfunctions that we may be responsible for. We will also issue refunds in cases such as a User’s phone running out of battery and being unable to end a trip properly or if you have lost cell reception unexpectedly. We may request additional information from you such as where and when you believed to have ended your ride to determine the refund value.

退款：您得經由 App 或寄電子郵件至 support@ridebeam.com，要求退款。我們將個案處理使用者退費案件，並可能以服務點數的形式退費。我們基本上會同意因我們負責的硬體或軟體故障所生的退費。我們亦將於使用者手機沒電、不能正

確完成旅程或無預期地失去訊號之情形，退還款項。我們可能要求您提供額外資訊，如您從哪裡及何時結束騎乘，以決定款項退還的金額。

5. Intellectual property

智慧財產

5.1 **Ownership:** The Intellectual Property Rights in and to the content, including but not limited to text, software, code, scripts, webpages, music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other material contained in the App, the Site or the Services (collectively the “**Materials**”) are owned, licensed to or controlled by us, our licensors or our service providers. We reserve the right to enforce our Intellectual Property Rights to the fullest extent of the law.

所有權： App、網站或服務所包含內容之智慧財產權，包含但不限於文字、軟體、程式、指令碼、網頁、音樂、聲音、照片、錄影、圖像、圖像使用者介面、表格、圖表或其他素材（「**素材**」），皆屬我們、我們的授權人或服務提供者擁有、取得授權或掌控。我們保留依法實行智慧財產權之權利。

5.2 **Restricted use:** No part or parts of any Materials may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment without our prior written permission or that of the relevant copyright owners. Subject to Clause 5.3, permission will only be granted to you to download, print or use the Materials for personal and non-commercial uses, provided that you do not modify the Materials and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the Materials.

限制使用：不得以任何方式重製、進行還原工程、反編譯、反向組譯、分離、修改、散布、轉載、展示、播送、連結、仿效、詐欺、移轉或傳輸任一部分之素材，並不得於無事前書面同意或相關著作權人事前書面同意下，將任一部分之素材存於資訊檢索系統、安裝於任何伺服器、系統或設備。依第 5.3 款，您僅於個人、非商業用途下載、列印或使用素材時，會獲取同意，惟您不得修改素材，我們或相關著作權人均擁有素材之所有著作權及其他財產權聲明。

- 5.3 **Trademarks:** The Trademarks are registered and unregistered trademarks of us or Third Parties. Nothing on the App, the Site, and in these Terms shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a “hot” link to any other website) any Trademarks displayed in respect of the Services, without our written permission or any other applicable trademark owner.

商標：若無我們或任何其他商標權人之事前書面同意，已註冊或未註冊之商標均屬我們或第三方所擁有。本 App、網站及服務條款之內容，均不構成授予禁反言或其他、任何授權或使用任何與服務相關之展示的商標之權利（包含網頁描述標籤或連結至其他網站之連結）。

- 5.4 **Release and Waiver of Rights:** In consideration of our provision of the Services to you, and without further consideration from us, you hereby:

權利放棄：鑒於提供予您之服務，您茲此：

- (a) acknowledge that the Vehicles are intended to be used in public places (including at promotional events organised by us or locations at which we operate) and that we may photograph, videotape or otherwise record your use of the Services in any media and by any manner or means now known or invented in future; and

聲明於公共場所（包含我們的宣傳活動及活動地點）使用車輛，而我們得攝影、錄影或以其他媒體、以任何現在或未來創立之方式紀錄您使用本服務；且，

- (b) agree and consent to the use and reproduction by us, throughout the world and in perpetuity in any publicity and advertising material, of your image, voice and/or likeness in any photograph, videotape and/or other recording:

同意我們得於任何宣傳活動及廣告素材，持續地於全球使用、重製您的影像、聲音及/或相似之照片、影帶及/或其他錄音：

- (i) referred to in Clause 5.4(a); or

指第 5.4(a)條；或，

- (ii) that you have posted, uploaded, provided or otherwise made available on:

您已於以下媒介張貼、上傳、提供或以其他方式使我們可使用;

- (A) the App, the Site or any of our social media channels;
or

App、網站或我們的任何社群媒體; 或,

- (B) any application or website which: (I) is tagged with any of our social media handles or other identifiers, including the following: #beam, #ridebeam or any derivative thereof; or (II) relates to your use of the Services, to the extent not prohibited by law.

任何 App 或網站, 並有以下情形: (I) 被我們的社群媒體任何用戶或其他識別者標記, 包含以下內容: #beam、#ridebeam, 或任何衍生性主題標籤, 或(II) 在不違法的情形下, 與您使用服務相關。

6. Our limitation of responsibility and liability

責任限制

6.1

No representations or warranties: The App, the Site, the Services, the Vehicles and the Materials are provided on an “as is” and “as available” basis. All data and/or information contained in the App and/or the Site and/or the Services are provided for informational purposes only. No representations or warranties of any kind, implied, express or statutory, including the warranties of non-infringement of Third Party rights, title, merchantability or fitness for a particular purpose, are given in conjunction with the App, the Site, the Services, the Vehicles or the Materials. Without prejudice to the generality of the foregoing, we do not warrant:

非擔保或保證: 本 App、網站、服務、車輛及素材均以現存可使用狀態提供。所有 App 及/或網站及/或服務含有之資料及/或資訊, 僅用於提供資訊之目的。本 App、網站、服務、車輛或素材不包含任何形式、暗示、明示或依法之保證, 包含未侵害第三方權利、所有權、可銷售性或適用於特殊目的之保證。在不影響前述下, 我們不保證:

- (a) the accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in the App, the Site, the Services or the Materials;

所有 App、網站、服務, 或素材含有之資料及/或資訊的正確性、先後順序、適當性、商業價值或完整性;

- (b) that the App, the Site, the Services or that any of the Materials will be provided uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected;

將不被干涉、無錯誤或疏漏地提供本 App、網站、服務、或本 App、網站、服務之任何素材，或任何可識別之瑕疵均會修正；

- (c) that the App, the Site or the Services or the Materials are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros; and

本 App、網站、服務，或素材無含有電腦病毒或其他惡意、毀滅性或損壞性的程式碼、代理程式、程式或巨集；及，

- (d) the security of any information transmitted by you or to you through the App or the Site, and you accept the risk that any information transmitted or received through the App or the Site may be accessed by unauthorised Third Parties and/or disclosed by us or our officers, employees or agents to Third Parties purporting to be you or purporting to act under your authority. Transmissions over the Internet and e-mail may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet.

經由 App 或網站，您傳輸的或傳輸給您的資訊之安全性。您必須接受經由 App 或網站，您傳輸的或您接收的資訊被未授權第三方取用的風險，及/或被我們、我們的人員、受僱人或代理人以您或您授權之名義向第三方揭露的風險。可能因網路流量或網路之錯誤傳輸，而使網路及電子郵件傳輸被干擾、中斷或拖延。

- 6.2 **Use of Vehicle to be at your own risk:** Any risk of death, disability or personal injury or loss, damage, fines or claims resulting from the use of the App, the Site, the Services, and/or the Materials is entirely at your own risk and we shall not be liable therefor. Where the Vehicle is in collision or destroyed that causes you or any Third Party any death, personal injury or damage to property, except for the case that it is impossible to report to the police, you shall immediately report the accident to the police and us, and this rental shall be terminated. If you are the reason for the accident, you shall be liable for legal responsibility and compensation. If the Vehicle is destroyed which is attributable to you, you shall also be liable. The Beam Parties shall not be liable to you for any death, disability or personal injury or any loss, damage, fines or claims (including any direct, indirect, incidental, special, consequential or punitive damages or economic loss or any claims for damage to property, loss of profits or loss of use) whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:

自負風險使用車輛：任何因使用本 App、網站、服務及/或素材而生之死亡、殘廢或體傷、損失、損害、罰款、或主張之風險，應由您完全負責，我們不予負責。

車輛發生擦撞或毀損使您或第三人身體傷亡或財物損失時，除有不能向警察機關報案之情形外，您應立即報案並通知我們，租賃關係即為終止。事故原因可歸責於您時，您應負擔法律及賠償責任。因可歸責於您之事由致車輛毀損時，您亦應負擔賠償責任。Beam 當事人不就任何與以下原因直接或間接相關之死亡、殘廢或體傷、損失、損害、罰款、主張（包含任何直接、間接、偶然、特別、因果性、懲罰性賠償金、經濟上損失、任何財產損害主張、利益減損或使用損失）或其他請求，對您負責：

- (a) any access, use and/or inability to use the App, the Site, the Services, the Vehicles and/or the Materials;

本 App、網站、服務及/或素材之使用或不能使用；

- (b) reliance on any data or information made available through the App and/or the Site. You should not act on such data or information without first independently verifying its contents;

依 App 及/或網站可取得之資料或資訊使用。您不應於未驗證內容的情形下，依該資料或資訊進行活動；

- (c) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; and

任何系統、伺服器或連接之失敗、錯誤、疏漏、干擾、遲延傳輸、電腦病毒或其他惡意、毀滅性或損壞性的程式碼、代理程式、程式或巨集；
及，

- (d) any use of or access to any other Third Party website, service, data, application, software, servers or source code linked to or accessed from the App and/or the Site, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.

與本 App 及/或網站連結或由此進入之第三方網站、服務、資料、App、軟體、伺服器或程式碼的使用。即使我們、我們的人員、或受僱人曾經被告知或可預期您的使用。

If you lose the Vehicle, except for the case that it is impossible to report to the police, you shall immediately report to the police and us, and this rental shall be terminated. If you are the reason for the loss of the Vehicle, you shall be liable to compensate us the sum of US\$900 dollars.

您若遺失車輛，除有不能向警察機關報案之情形外，應立即報案並通知我們，租賃關係即為終止。因可歸責於您之事由致車輛遺失者，您應負損害賠償責任，並賠償美金 900 元整。

6.3 **Limit of Liability:** Notwithstanding any other provision of these Terms, our maximum aggregate liability for any and all claims, suits, demands, actions or other legal proceedings under, arising out of or relating to these Terms or relating to or arising in connection with the App, the Site, the Services, the Vehicles and/or any of the Materials, whether based on an action or event or series of connected actions or events arising from the same factual act or omission, in contract, negligence, tort or otherwise, shall be the lower of the amount equivalent to: (i) the actual loss or damage (excluding any indirect, incidental, special, consequential or punitive damages) suffered or sustained by you that have been caused directly by our wilful default or gross negligence in the provision of the Services ; or (ii) the total sums received by us from you in the twelve months preceding the first event or occurrence giving rise to any damages or liability.

責任限制：儘管有本服務條款之其他條款，我們就任何由本服務條款、本 App、網站、服務、車輛及/任何素材而生或與之相關之任何主張、訴訟、要求、行為或其他法律程序，不論是否由一行為、事件、一連串相關行為或由契約、過失、侵權或其他事實上相同的作為或不作為而生，我們的最大責任應比以下金額低：
(i) 您實際所受之損失或損害（不包含任何間接、偶然、特別、因果性或懲罰性賠償），且係直接因我們提供服務時之故意不履行或重大過失所致；或(ii) 於發生第一件事故之十二個月內，我們向您收取的總金額。

7. Indemnification 免責

7.1 Without limiting the generality of any provision in these Terms, the User shall indemnify, defend and hold harmless the Beam Parties from and against any and all losses, damages, fines or claims which the Beam Parties may suffer, sustain or incur, or which may be instituted, made, brought, threatened, alleged or established against the Beam Parties, by any person and which in any case arises (whether directly or indirectly) out of, in relation to or by reason of: (i) any death, personal injury or loss or damage to property, arising from any act or omission of the User in connection with the possession, use or operation of the Vehicle; (ii) any negligent and/or reckless act or omission, or any fraud, wilful default or wilful misconduct of the User; and/or (iii) any breach of or failure or delay in complying with any applicable laws by the User, including any rules, code of conduct and/or guidelines issued by any governmental, administrative or regulatory authority or agency.

在不影響其他條款之情形下，使用者應使 Beam 當事人免於 Beam 當事人可能承受或可能對 Beam 當事人請求之任何第三人的，由以下情形產生（不論直接或間接）或相關之損失、損害、罰款或主張：(i) 因與使用者持有、使用或操作車輛相關之任何行為或不作為所致之任何死亡、體傷、損失、財產損害；(ii) 使用者之任何過失及/或粗心行為、疏漏、詐欺、故意不履行、蓄意不當行為；及/或(iii)使用者違反、未遵守任何法律，包含政府、行政機關、主管機關、機構發布之任何規則、行為規範及/或指導方針。

8. Hyperlinks, alerts and advertising

連結、警示及廣告

8.1

Hyperlinks: For your convenience, we may include hyperlinks to other websites or content on the Internet that are owned or operated by Third Parties. Such linked websites or content are not under our control and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.

連結：為了您的方便，我們可能提供連結至第三方擁有或操作之網站或內容。連結後之網站或內容，不屬我們的控制範圍之內，我們並不對任何連結後網站之錯誤、疏漏、遲延、誹謗、公然侮辱、不實、色情、色情作品、褻瀆、不正確、其他使人反感的內容、或進入該網站之後果負責。任何連結至其他網站或內容之連結，均非對該網站或內容之背書或驗證，您並須自負連結至該網站或內容之風險。

8.2

Alerts: You may receive Alerts from time to time. Each Alert may be notified by e-mail and/or pop-up screen in the App or your browser. We do not guarantee the delivery, timeliness or accuracy of Alerts. We reserve the right to vary any Alert and to terminate the provision of certain content or the promotion advertised in the Alerts at any time without giving any reason or prior notice. We shall not be liable to you or anyone else for losses, damages, fines or claims arising from:

警示：您將隨時收到警示。每個警示均會由電子郵件，或從 App 或您的瀏覽器的視窗彈出。我們不保證警示之送達、時間及準確性。我們保留隨時、不備理由或未經事前通知而更動警示，並終止提供警示中之特定內容或宣傳活動的權利。我們不對因以下情形所生，您或其他人之損失、損害、罰款或主張負責：

(a) non-delivery, delayed delivery or wrong delivery of an Alert;

未送達、遲延送達或錯誤送達警示；

(b) inaccurate content of an Alert; or

警示之內容不正確；或，

- (c) use or reliance by you on the contents of an Alert for any purpose, including investment and business purposes.

使用或信賴警示的內容，作任何用途之用，包含投資及生意用途；

- 8.3 **Advertising:** We may attach banners, java applets and/or such other materials to the App and/or the Site for the purposes of advertising our (or our Affiliates') products and/or services. For the avoidance of doubt, you shall not be entitled to receive any payment, fee and/or commission in respect of any such advertising or other promotional materials.

廣告：我們得於 App 及/或網站，為廣告我們（及我們子公司）之產品及/或服務，附上橫幅廣告、java applets 及/或其他此類素材。為避免爭議，您不得收取與該廣告或宣傳素材相關之任何款項、費用及/或佣金。

9. Confidentiality and Personal Data

保密及個人資料

- 9.1 You acknowledge and agree that all information and/or particulars sent or submitted by you in relation to any access to or use of the App, the Site and/or the Services or which have been collected from your access to or use of the App, the Site and/or the Services is non-confidential and non-proprietary unless otherwise expressly indicated by you, and may be used by us in accordance with our Privacy Policy.

您聲明且同意，除您另有表明外，您因使用本 App、網站及/或服務而寄送或傳輸，或因使用本 App、網站及/或服務而被蒐集之所有資訊及/或個人資料，均非保密資訊且非專有，我們得依我們的隱私權政策使用之。

10. Termination

終止

- 10.1 **Termination by us:** In our sole and absolute discretion, we may with immediate effect upon giving you notice, terminate your use of the App, the Site and/or the Services and/or disable your Security Credentials. We may bar access to the App, the Site and/or the Services (or any part thereof) for any valid reasons including a breach of any of these Terms or where if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the Services.

我們的終止：若您違反任何本服務條款，我們認為您的行為與任何條款不符，或我們或任何監管機關認為不適宜繼續提供服務，我們得為合理之理由，於通知您時，即刻終止您就 App、網站及/或服務之使用，及/或使您的安全驗證失效。我們得依任何原因停止您進入（任一部分之）App、網站及/或服務。

- 10.2 **Termination by you:** You may terminate your account by giving seven days' notice in writing to us.

您的終止：您得於七日前書面通知我們終止您的帳戶。

10.3 **Effect of Termination:** The termination of your account, the use of the App, the Site and/or the Services for any reason shall not bring to an end our rights accrued prior to termination, and your obligations under any provision of these Terms which is meant to survive the termination.

終止效力：您的帳戶、您就 App、網站及/或服務之使用因任何原因之終止，不影響我們在終止前已取得之權利，您於本服務條款下之義務於終止後繼續存在。

11. Notices 通知

11.1 **Notices from us:** All notices or other communications given to you if:
我們的通知：將以以下方式將通知您：

(a) communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast; or

以任何我們選擇的印刷或電子媒體通知，將以出版或播送日為視為送達通知；

(b) sent by post or left at your last known address will be deemed to be received by you on the day following such posting or on the day when it was so left.

以郵遞寄送或放置於您的最後已知地址，將以郵遞或放置當日視為送達通知。

11.2 **Notices from you:** You may only give notice to us in writing sent to our designated address or e-mail address, and we shall be deemed to have received such notice only upon receipt. While we endeavour to respond promptly to notices from you, we cannot guarantee that we will always respond with consistent speed.

您的通知：您僅得將書面通知寄送予我們的指定地址或電子信箱，我們於收到該通知時視為送達通知。雖然我們會盡可能迅速地回覆您的通知，但我們不能保證會永遠以相同速度回覆您。

11.3 **Other modes:** Notwithstanding Clauses 11.1 and 11.2, we may from time to time designate other acceptable modes of giving notices (including but not limited to e-mail or other forms of electronic communication) and the time or event by which such notice shall be deemed given.

其他方式：儘管有第 11.1 及 11.2 款，我們仍得隨時指定其他給予通知的方式（包含但不限於以電子郵件或其他形式之電子通訊），通知送達之時間以指定方式之規定為準。

12. General 一般條款

12.1 **Governing Law:** Use of the App, the Site and/or the Services and these Terms shall be governed by and construed in accordance with Taiwan law.

準據法： 使用本 App、網站及/或服務與本服務條款，均以台灣法為準據法。

12.2 **Amendments:** We reserves the right to modify, vary and change the Terms and/or the Alternate Terms at any time as we deem fit by the following methods:

修正： 我們保留認為合適時，隨時以以下方法修改、更改及變動本服務條款及/或他國條款的權利：

(a) by updating and posting an updated version of the Terms and/or the Alternate Terms on www.ridebeam.com. Such modification, variation and/or changes shall be effective after five (5) days upon the posting of an updated version at www.ridebeam.com; or

於 www.ridebeam.com 更新及張貼本服務條款及/或他國條款的更新版本。該修改、更改及變動應於 www.ridebeam.com 張貼更新版本之五 (5) 天後生效；或，

(b) by notice through the App and/or the Site or by such other method of notification as we may designate (which may include notification by way of e-mail) of the modification, variation and/or change to the Terms and/or the Alternate Terms, such variation modification, variation and/or change to take effect on the date we specify.

透過本 App 及/或網站或其他我們指定的通知方式（可能包含以電子郵件之方式），通知本服務條款及/或他國條款之修改、更改及變動，該修改、更改及變動應於我們指定的日期生效。

You agree that it shall be your responsibility to review the Terms regularly and also the Alternate Terms applicable to any Alternate Country where you use the Site, the App and/or the Service, whereupon the continued use of the App, the Site and/or the Service after the date of effectiveness of such modification, variation and/or change, whether or not reviewed by you, shall constitute your consent and acceptance to such modification, variation and/or change. Our right to vary these Terms in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to these Terms.

您同意您應負責定期閱覽本服務條款及您使用本 App、網站及/或服務之他國的他國條款。若您於該修改、更改及變動生效後，繼續使用本 App、網站及/或服務，不論您是否已閱覽，應視為您同意並接受該修改、更改及變動。我們以上述方式更改本服務條款之權利，得於未經非本服務條款當事人之個人或機構的同意行使之。

12.3 **Dispute Resolution:** The User and Beam shall use best efforts to negotiate in good faith and settle amicably any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination. If an amicable settlement is unable to be reached, then such dispute shall be referred to and finally resolved by the applicable competent court in accordance with the Taiwan Civil Code of Procedure and the laws and

regulations related to jurisdiction, with litigation or other procedures, including but not limited to mediation.

爭端解決：使用者及 Beam 應盡最大努力善意、友好解決任何由本服務條款而生或與之相關之爭議，包含關於它的存在、效力或終止之問題。若無法友好解決，該爭議應由依台灣民事訴訟法或其他關於管轄約定有管轄權之法院，以訴訟或其他程序（包含但不限於調解）解決。

- 12.4 **Binding and conclusive:** You acknowledge and agree that any records (including records of any telephone conversations relating to the Services, if any) maintained by us or our service providers relating to or in connection with the App, the Site and the Services shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.

約束力及最終性：您聲明且同意我們或我們的服務提供者取得，與本 App、網站及服務相關之任何錄音（包含與服務相關之任何電話交談錄音），就所有目的，均對您有拘束力且具最終性，並應作為我們及您傳輸資料及/或資訊之確定性證據。您茲此同意該錄音可作為證據，且您不得僅因該錄音以電子檔形式或為電腦系統之輸出，而質疑、爭執該錄音之證據能力、可信賴性、準確性或真實性。您茲此聲明放棄該權利。

- 12.5 **Sub-contracting and delegation:** We reserve the right to delegate or sub-contract the performance of any of our functions in connection with the App, the Site and/or the Services and reserve the right to use any service providers, subcontractors and/or agents on such terms as we deem appropriate.

轉包及委託：我們保留委託或轉包與本 App、網站及/或服務相關的任何部份功能的權利，且我們得依我們認為合適之條款任用任何服務提供者、轉包商及/或代理人。

- 12.6 **Assignment:** You may not assign your rights under these Terms without our prior written consent. We may assign our rights under these Terms to any Third Party.

讓與：您不得於未經我們的事前書面同意，擅自轉讓於本服務條款享有之權利。我們得轉讓我們於本服務條款之權利予任何第三方。

- 12.7 **Force Majeure:** We shall not be liable for non-performance, error, interruption or delay in the performance of its obligations under these Terms (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the App's, the Site's and/or the Services' contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.

不可抗力：部份或全部、直接或間接、因超越我們合理控制而生，則履行本服務條款之義務，如有不履行、錯誤、干擾或遲延之情事或本 App、網站及/或服務之內容任何不準確、不可信賴或不適合，我們不予負責。

- 12.8 **Severability:** The invalidity or unenforceability of any of the provisions in these Terms shall not adversely affect or impair the validity or enforceability of the remaining provisions of these Terms.

可分離性：若本服務條款內任一條款無效或不可執行，不影響或損害本服務條款之其他條款之效力或可執行性。

- 12.9 **Waiver:** In the event of a breach of these Terms by you, our failure to enforce these Terms shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce these Terms. We would still be entitled to use our rights and remedies in any other situation where you breach these Terms.

權利放棄：若您違反本服務條款，而我們未能執行本服務條款，並不構成我們對本服務條款之權利放棄，並不影響之後執行本服務條款之權利。

- 12.10 **Rights of Third Parties:** A person or entity who is not a party to these Terms shall have no right under the Civil Code of Taiwan or other similar laws to enforce any of these terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause 12.9 shall affect the rights of any permitted assignee or transferee of these Terms.

第三方權利：非本服務條款當事人之個人或機構，不享有台灣民法或其他相似法律賦予執行任何條款之權利，不論是否已辨別該個人或機構的名稱、集體訴訟之一員或符合特定族群的描述。為避免爭議，第 12.9 條之內容不影響經認可的繼承人或受讓人於本服務條款之權利。

Schedule 1

列表 1

Definitions and Interpretation

定義及解釋

1. **Definitions.** Unless the context otherwise requires, the following expressions shall have the following meanings in these Terms:
- 定義。** 除另有約定外，以下描述為於本服務條款具有之意義：
- 1.1. **“Affiliates”** means with respect to an entity, any person **directly** or indirectly controlled by, controlling or under common control with that entity, where **“control”** means the right to exercise, directly or indirectly, more than fifty per cent. (50%) of the voting rights attributable to the management of that person and/or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.
- 「關係企業」** 係指有關機構、任何法人，直接或間接控制或受控制於該機構。**「控制」** 係指直接或間接，行使超過百分之五十（50%）的投票權，該投票權，歸屬於該法人得直接或間接掌管或控制該法人之管理或政策方向之權力。
- 1.2. **“Alerts”** means specific prompts in respect of certain content or Promotions provided by us.
- 「警示」** 係指有關我們提供之特定內容或宣傳的提示。
- 1.3. **“App”** means the software program currently known as ‘Beam’, or such other name as we may designate from time to time.
- 「App」** 係指目前稱作「Beam」或我們定名為其他名字之軟體程式。
- 1.4. **“Beam”, “we”, “our”** and **“us”** refer to Beam Mobility Taiwan Limited (Company Registration No: 82856307 a corporation incorporated in Taiwan and having a registered address at 4F., No. 20, Nanhai Rd., Zhongzheng Dist., Taipei City 100, Taiwan (R.O.C.), with its legal representative Alan Jiang, and with contact number and business hours as set out in the App.
- 「Beam」、「我們」** 係指光動台灣有限公司（公司統一編號為 82856307），係一台灣公司，註冊地址為台北市中正區南海路 20 號 4 樓，負責人為蔣松觀，服務電話為及營業時間如 App 所載。
- 1.5. **“Beam Parties”** means Beam and its Affiliates, and their respective officers, directors, employees, agents, independent contractors, successors and assigns.
- 「Beam 當事人」** 係指 Beam、其子公司及人員、董事、受僱人、代理人、獨立承包商、繼承人及受讓人。
- 1.6. **“Guidelines”** means the set of rules which we have developed and set out on the App and/or the Site, describing the policies, requirements, procedures, instructions and guidelines relating to the Services (including in particular, how Users are to use and operate the Vehicles and what our policies and requirements are), as may be amended by us from time to time.
- 「指導方針」** 係指我們於本 App 及/或網站訂立之規則，說明與服務相關之政策、要求、程序、指示及指導（特別包含使用者如何使用及操作車輛及我們的政策及要求內容），我們得隨時修改之。

1.7. “**Intellectual Property Rights**” means all copyright, patents, utility innovations, trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

「**智慧財產權**」：係指所有著作權、專利權、新型專利、商標、服務標章、地理標示、網域名稱、設計圖樣、設計專利、設計權、資料庫、商號或公司名稱、營業秘密權、保密資訊、保護善意及名聲及其他所有相近或相對應之財產權，及於所有 App，不論現存或未來創造、於世界何地、是否已註冊、及不論因過去、現在或未來的侵權、盜用或違反上述權利之起訴、請求損害賠償、救濟之權利。

1.8. “**Materials**” shall have the meaning ascribed to such term in Clause 5.1.

「**素材**」應具第 5.1 款之意義。

1.9. “**Password**” refers to the valid password that you use in conjunction with the Username to access the App and/or the password-protected and/or secure areas of the Site.

「**密碼**」係指您為了使用 App 及/或密碼保護及/或保護網站安全，與使用者名稱一起使用的有效密碼。

1.10. “**Privacy Policy**” means the privacy policy as set out on the App and/or the Site.

「**隱私權政策**」係指於 App 及/或網站發布之隱私權政策。

1.11. “**Promotions**” shall have the meaning ascribed to such term in Clause 4.2.

「**宣傳**」應具第 4.2 款之意義。

1.12. “**Prohibited Material**” means any information, graphics, photographs, data and/or any other material that:

「**違禁品**」係指任何資訊、圖像、照片、資料及/或其他具以下特質的素材：

(a) contains any computer virus or other invasive or damaging code, program or macro;

含有任何電腦病毒、其他侵入性或毀滅性程式碼或巨集；

(b) infringes any third-party Intellectual Property Rights or any other proprietary rights;

侵害任何第三方之智慧財產權或其他財產權；

(c) is defamatory, libellous or threatening;

具有詆毀的、誹謗的內容或具威脅性的；

(d) is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful or otherwise illegal under the applicable law (including without limitation the provisions of the relevant standard of iWIN Institute of Watch Internet Network); and/or

依法屬色情的、猥褻的、不雅的、仿冒的、欺瞞的、竊取的、傷害性的或非法的（包含但不限於 iWIN 網路內容防護機構相關標準）；及/或，

(e) is or may be construed as offensive and/or otherwise objectionable, in our sole opinion.

我們認為挑釁的及/或令人反感的。

1.13. “**Security Credentials**” means Username, Password, and any other unique login

identification credentials issued or prescribed by us to allow Users, to access the App and/or the password-protected and/or secure areas of the Site.

「安全驗證」係指使用者名稱、密碼及其他任何我們發出或製作之獨特的識別驗證，讓使用者得以使用 App 及/或密碼保護及/或安全領域。

- 1.14. “**Services**” means the services, information and functions made available by us on or through the App and/or the Site, including the Vehicle Rental Service.

「服務」係指我們於 App 及/或網站上，使您可使用之服務、資訊及功能，包含車輛租賃服務。

- 1.15. “**Site**” means the web site at any domain name operated by or on behalf of us or any of our Affiliates designated by us from time to time, including the website currently at the domain name *www.ridebeam.com*, or at such other domain name as we may designate from time to time, and, if applicable, the websites at subdomains of such domain name.

「網站」係指我們、以我們名義或任何我們指定之子公司操作之具任何網域名之網站，包含目前網域名為 *www.ridebeam.com* 之網站，或我們另行指定之網域名，及具該網域名之子域名之網站（如可適用）。

- 1.16. “**Third Party**” means a legal entity, company or person(s) that is not a party to these Terms.

「第三方」係指非本服務條款當事人之法人、公司或個人。

- 1.17. “**Trademarks**” means the trademarks, service marks, trade names and logos used and displayed on the App and the Site.

「商標」係指 App 及網站上使用及展示之商標、服務標章、商號名稱及使用之標誌。

- 1.18. “**User**”, “**you**” and “**your**” means any party with access to any Site and/or who uses the Services

and, in the case of a party which is a natural person, individuals over the age of 20 or otherwise under the supervision of a parent or legal guardian.

「使用者」、「您」係指自然人、個人、年齡為 20 歲以上或未滿 20 歲但受家長或法定監護人監督，且可使用任何網站及/或使用服務之任一當事人。

- 1.19. “**Username**” refers to the unique login identification name or code which identifies you.

「使用者名稱」係指獨特的、能識別您身份之登入名稱。

- 1.20. “**Vehicles**” means the personal mobility devices and any equipment and/or accessories attached thereto, offered by us from time to time.

「車輛」係指我們提供之個人移動設備，及其裝備及/或配備。

- 1.21. “**Vehicle Rental Service**” means the making available to you the use of the Vehicle on or through the App and/or the Site.

「車輛租賃服務」係指您經由 App 及/或網站得使用車輛之服務。

2. Interpretation

解釋

- 2.1. In these Terms: (i) whenever the words “include”, “includes” or “including” are used in these Terms, they will be deemed to be followed by the words “without limitation”; (ii) reference to Clauses, Paragraphs and Schedules are (unless otherwise stated) to clauses, paragraphs and schedules of these Terms; (iii) words importing the singular only shall also include the plural and vice versa where the context requires and references to persons include bodies incorporate or unincorporated, including partnerships and their successors and assigns; (iv) unless expressly indicated otherwise, all references to a number of days mean calendar days, and the words “month” or “monthly” as well

as all references to a number of months means calendar months; (v) clause, paragraph and/or schedule headings are inserted for convenience only and shall not affect the interpretation of these Terms; and (vi) references to a statute, law, by-law, regulation, rule, directive, delegated legislation or order also refers to the same as amended, modified or replaced from time and to any by-law, regulation, rule, directive, delegated legislation or order made thereunder.

與本服務條款內：(i) 本服務條款使用「包含」之字詞均視為「包含但不限於」；(ii) 除另有約定外，大寫指稱條款、段落及列表處均非專有名詞；(iii) 本文指稱與人相關之字詞，包含法人或非法人、合夥及他（它）們的繼受人或讓與人，單數之字詞應具複數含義，反之亦然；(iv) 除另

有約定外，所有指稱天數之字詞均指曆日，「月」、「每月」之字詞亦指曆月；(v) 條款、段落及/或列表之標題僅因方便閱讀而置入，不影響本服務條款之解釋；及(vi) 指稱法規、法律、章程、規範、規則、指令、委任立法或命令，亦指其自身的修訂版本。

2.2. In the event of any inconsistency between the body of the Terms and any of the Schedules, the body of the Terms shall prevail unless otherwise provided.

除另有約定外，若本服務條款主文與列表有衝突，則本服務條款之本文應優先適用之。