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請聯絡指定的安達保險業務人員或您的保險經紀人或保險代理人，以決定適合您的產品及服務。關於您是否合資格獲得任何特定產品或服務，我們保留最終的決定權。

本網站可以提供一些有關產品及服務的簡要說明其他有用資訊。安達及其成員公司儘力提供準確資訊。但是，任何此類資料的目的是一般描述產品及服務，並在各方面受到實際保單或其所提述的產品／服務協議的具體條款及條件規限。完整的保單條款可根據要求提供。

**著作權**—除非文義另有所指，本網站所載的所有內容及軟體均是安達的成員公司或其關係企業或第三方內容供應商的著作權作品，受本地及國際著作權法保護。編製(意指收集、整理及集合)的所有內容及軟體亦是安達的成員公司或其關係企業的專屬財產，受本地及國際著作權法保護。

您可以下載本網站資訊並列印出文件副本供個人使用，惟您須保持完整，不得刪除、掩飾或更改資訊所載的任何著作權或其他智慧財產權通知(包括商標及專利)。除非另有明確規定外，您不得修改、更改、複製、分發(不論是否獲賠償)、傳輸、顯示、執行、轉載、重用、刊發、出版、許可、框架(framing)、下載、儲存供日後使用，創造衍生作品、轉讓或出售從本網站獲得的任何資訊或內容(全部或部分)，包括以任何方式獲得的任何文字、圖片、音頻及視頻，而未經我們或任何適用第三方供應商發出書面同意。不得由您或您授權的任何人士使用內容，包括圖片，除非獲我們特別允許。任何未經授權的使用文字或圖像可能違反著作權法、商標法、隱私權及宣傳法律及適用的法例及法規。我們或其僱員、董事、高級職員或關係企業均並無作出保證或聲明您使用本網站顯示的內容、服務、軟體或其他資料將不會損害第三方的權利。

**商標及服務標章**—某些商標，包括「ACE INA」、「ace asia pacific」、「ace insurance」、「ACE Group」、「ESIS」及「West Chester」，均為安達保險或其他安達成員公司的服務標章。本網站([www.ace-ina.com.tw](http://www.ace-ina.com.tw))的網域名稱、安達的標誌、所有頁頭、自定圖形、按鈕圖標均為安達的成員公司或其關係企業的服務標章、商標、標誌及／或商業外觀。在網站內的所有其他商標、服務標章、商業外觀、產品名稱、公司名稱或標誌，無論註冊與否，是有關我們各自的財產。除

遵守所有適用的法律外，您同意您不會使用從本網站獲得的任何此類商標、服務標章、商業外觀或其他標誌，而未經我們發出書面同意。

通過本網站提交資訊的所有權－除了任何您提交(須按照隱私權政策)的個人資訊符合個人資料保護法定義之「個人資料」資訊外，您通過本網站傳送任何其他資訊予安達保險，不論是否直接輸入、提交、電子郵件或其他方式，包括數據、問題、意見或建議，將被視為非機密及非專有，並屬我們的財產。這些資訊可用於任何目的，包括但不限於轉載、招攬、揭露、傳播、出版、廣播及刊發。安達保險可任意使用您通過本網站或以其他任何方式發出任何通訊予我們所載的任何意見、概念、知識或技術，不論作任何用途，包括但不限於使用這些資訊開發及營銷產品。根據本使用條款，就您通過本網站或以其他方式傳輸給安達保險的任何資訊（除個人資料），您放棄所有您可能擁有的權利。

**專有軟體**－通過本網站取得的任何軟體均是我們或其供應商的財產，並受當地專利及著作權法及國際條約保護。您不得使用該軟體而用途是有別於導航及利用通過本網站提供擬定用途的功能。您同意不複製、分發、公開展示、更改、修改、反譯、分解、逆向工程或其他方式試圖找出軟體的源代碼。此外，當使用服務及內容時，您同意只在通過本網站提供的並為此而設的介面(而非循其他方式)的情況下才會使用有關服務及內容。

本網站所提供的軟體由我們擁有或獲許可使用，並可能包含須受台灣及其他國家及司法權區的出口管制法律及法規嚴格控制的技術。您不得複製、轉讓或出口這些軟體而違反適用的出口法律及法規。我們並無授權從本網站下載或出口任何軟體或技術數據予受出口管制法律及法規禁止的任何司法權區。

**連接要求**－您須負責提供及維護任何硬體、軟體、瀏覽及使用本網站所需的通訊連線，而風險、選擇權及費用由您承擔，我們有權在任何時間更改瀏覽本網站連線設定，而不另行通知。

**禁止使用**－嚴禁任何使用或擬使用本網站如進行該行為會：**(i)**涉及任何非法、未經授權、欺詐或惡意的目的，或 **(ii)**可能損壞、超過負荷或損害任何伺服器或連接到任何伺服器的網路或令其失效，或 **(iii)**干擾任何其他方使用及享受本網站，或 **(iv)**取得未經授權而通過駭客、密碼挖掘或任何其他方式連接至任何其他帳戶、電腦系統或連接到任何伺服器或系統的網路，或**(v)**連接至我們不擬用戶瀏覽的系統、數據或資訊，或 **(vi)**嘗試通過我們不擬提供的方式獲取任何資料或資訊，或 **(vii)** 擬作商業目的以外的任何使用。

此外，您一旦連線使用本網站，您即同意您將不會：

- a) 上載或發送任何消息、資訊、數據、文字、軟體或圖像，或其他內容(「資料」)而屬非法、有害、威脅、辱罵、騷擾、侵權、誹謗、粗俗、情色、中傷、誹謗或以其他方式可予反對，或可能侵犯他人的隱私權或宣傳權；
- b) 建立虛假身份以誤導他人或冒充任何人士或實體，包括但不限於任何安達保險業務人員，或冒用聲明或誤傳為您與某人士或實體的關係；
- c) 上載或傳送根據任何法律或按照合同或信託關係(如保密協議)您沒有權利複製、展示或傳播的任何資料；
- d) 上載檔案載有病毒、木馬程式、破壞程式、定時炸彈、刪除蠅、機器人、損壞的文件，或任何其他類似軟體或程式而可能損害他人電腦或其他財產的運作；

- e) 刪除您上載到任何通訊功能的任何作者權、法律通知或專有名稱或標籤：
- f) 以不利影響其他用戶獲得本網站資源的方式使用本網站的通訊功能(如「過度呼喚」(excessive shouting)、使用全部大寫(use of all caps)，或大量不斷重複張貼文本)：
- g) 上載或傳送任何未經請求的廣告、宣傳資料、「垃圾郵件」、「濫發」、「連鎖信」、「傳銷」或任何其他形式的邀約、商業或其他用途：
- h) 違反任何適用的當地或國際的法律：
- i) 上載或傳送侵犯任何一方的任何專利、商標、服務標章、商業秘密、著作權或其他專有權利的任何資料：
- j) 刪除或修改任何其他人士或實體張貼的任何資料：
- k) 操縱或以其他方式展示本網站而根據上述標題為「有限授權及瀏覽網站」指引使用框架(framing)、鏡像(mirroring)、網站或類似的導航技術或直接連接到網站的任何部分(而非主頁 [www.ace-ina.com.tw](http://www.ace-ina.com.tw))：或
- l) 註冊、訂閱、嘗試註冊、嘗試訂閱、退訂，或嘗試退訂產品或服務任何一方，倘您沒有明確授權由該方如此行事：或
- m) 收取或以其他方式收集有關他人的資訊，包括電郵地址。

我們有權採取其認為適當的一切合法的行動以回應實際或涉嫌違反上述規定之事宜，包括但不限於暫停或終止用戶瀏覽及／或帳戶。我們可與執法機關及／或第三方合作調查任何懷疑或被指控的刑事罪行或民事過失。除隱私權政策明確限制者外，我們有權在任何時候透露我們認為有必要的任何資訊，以符合任何適用法律、法規、法律程序或政府要求，或編輯、拒絕張貼或刪除任何資訊或資訊(全部或部分)，均由我們全權決定。

**有權監督**—我們在正常情況下並無積極監察本網站的一般使用情況，亦沒有對網站任何第三方的內容、電子郵件傳輸、新聞組，或產生或從網站取得其他資料使用編輯控制權。不過，我們保留權力在任何其認為適當的時間監督使用情況，並在我們全權決定下清除本網站可能是非法，可能產生我們的賠償責任，可能違反使用協議條款，或在我們全權決定下不符合我們的網站的目之任何資料。

**超連結到第三方網站**—本網站可能載有超連結連接到由我們以外的各方擁有及經營的其他網站或網頁。這些超連結僅供參考，提供方便及易於使用。我們提供連接至這些網站或網頁，並不構成我們對這些網站或網頁、其我們或其提供方的認可、授權、贊助或附屬。我們並不控制這些網站，並未核實其內容、不會承擔其內容或準確性的責任，除非我們特別說明，否則不會認可這些網站或網頁。如果本網站提供超連結至並非由我們或分支機構在其與我們處於僱傭關係或為我們提供服務期間擁有、經營或維護的其他網站或網頁，則您承認並同意 (i) 我們就內容、超連結或與本網站連結的第三方網站或網頁的準確性、及時性、繼續可瀏覽性或存在性不會負責，(ii) 我們就載於或從網站取得的內容、產品、服務或其他資料概不會負責及不承擔責任。我們就從第三方網站取得的任何資訊、產品、廣告、內容、服務或軟體或因您連結到這些網站而採取任何行動不承擔責任。任何這類網站可能載有具體的使用條款及隱私權政策，您應該細閱。我們沒有義務在本網站維持任何連結，且可以在任何時候全權決定以任何理由消除連結。可下載軟體網站連結僅為方便而提供，我們就與下載軟體有關的任何困難或後果均不會負責

及不承擔責任。使用任何下載軟體均受到隨附或與軟體一併提供的許可協議條款(如有)的規限。我們或其關係企業就使用或依賴載於或透過任何網站取得的這類內容、產品、服務或其他資料所產生或聲稱產生的任何損害或損失毋須直接或間接負責或承擔賠償責任。

**安達對第三方內容並無編輯控制：**並無保證其準確性—倘本網站包括的任何內容是由第三方內容供應商提供，安達保險對其內容並無編輯控制或會承擔責任。因此，任何意見、聲明、服務或第三方供應商在本網站上表達或提供的其他資訊均屬第三方所有。我們並不代表或認可而且不能保證任何意見、聲明或任何第三方提供的其他資訊的準確性、可靠性、及時性、甚至持續可瀏覽性或存在，或表示或保證您使用本網站顯示的內容或引用內容或服務，將不會侵犯安達的成員公司並不擁有或附屬的第三方之權利。

**隱私權政策—**我們的隱私權政策聲明訂明安達保險收集、使用及保護客戶資訊，將有助於您了解我們如何保障及處理我們獲得的客戶資訊。我們敬請您閱讀我們的隱私權政策聲明。您透過本網站向我們提交的任何此類資訊，將被視為構成您同意我們或其關係企業以符合隱私權政策明訂的方式使用及揭露該資料數據及資訊。如您瀏覽本網站，一些資訊會自動被收集，因為您的 IP 地址需要由伺服器確認。我們可以使用 IP 地址資訊，監測及分析您如何使用本網站的某些部分。

**使用 Cookie—**Cookie 是當您瀏覽網站時，由網路伺服器可能會在您的電腦存入的資訊。Cookie 常用於網站，以改善用戶使用服務，並沒有發現會傳播電腦病毒或以其他方式損害您的電腦。許多 Cookie 只在載入單一網站或瀏覽後取消。其他 Cookie 亦會有到期日或會保留在您的電腦上，直到您刪除為止。

我們所使用的 Cookie 僅作為某幾項用途，例如，為了方便一節瀏覽的連續性，為了收集使用我們網站的有關資訊，以作研究及其他目的，儲存您對某些種類的資訊及營銷資訊的喜好，或存儲的用戶名稱或加密的識別號碼，故此，如果您再次瀏覽我們網站時，就不必每次提供這些資訊。

我們的 Cookie 只會跟踪您在本網站上的在線活動，並不會追蹤您在其他互聯網站的活動。我們的 Cookie 不會收集個人識別資訊。

您可以決定是否及如何由您的電腦接受 Cookie，您只需在您的瀏覽器調整喜好或選擇。但是，如果您選擇拒絕 Cookie，您可能無法使用某些我們提供的在線產品及服務或網站的功能。

我們可能偶爾會使用其他公司在我們的網站設置 Cookie 及向我們收集 Cookie 資訊。在某些情況下，我們亦可以使用另一家公司為我們的網站經營網路伺服器。我們從這些公司使用 Cookie 所收集的資訊，方式與在上述者一致。

除了我們從 Cookie 收集資訊外，我們亦從收集您在線給我們所提供的資訊。例如，當您使用我們的工具及計算機，或當您提交申請或以其他方式與我們通訊。在某些情況下，我們保留 Cookie 資訊及／或您在線向我們提供的資訊，例如，完成您要求的交易或保持您過去交易的歷史記錄。在其他情況下，例如，當您使用我們的工具及計算機，我們只保留 Cookie 及／或您在線給我們的資訊，但只會在您要求我們如此行事，以方便您使用以後的節數。

**修改服務—**我們可以全權決定修改或終止任何產品及服務、內容或軟體，或其任何部分，不論是否作出通知。我們或其關係企業就任何修改或終止任何產品及服務、內容或軟體概不向您或任何第三方承擔責任。

**免責聲明**—本網站所載的資訊均由我們編製，旨在方便用戶，其目的不是構成用戶可能依賴的意見或建議，其目的也不是構成本網站描述的任何產品適合您或對您合適的聲明。我們已合理作出努力務求收集、編製及提供高質素的資訊及資料，但並無保證或擔保有關準確性、完整性或足夠的資訊載於或從本網站或任何我們維護的其他網站取得。用戶依賴本網站所載的資訊，風險概由其自行承擔。

載有的資訊及說明並非作為條款的完整描述、適用於產品及服務除外條款及條件，但只提供一般參考之用，請參考實際保單或有關產品或服務協議的全部條款、免除條款及條件。如果您向安達保險或第三方購買安達保險的產品，應適用該交易的條款及條件(「產品條款及條件」)，與您使用網站並無影響。如果「產品條款及條件」與本使用條款有任何不相符之處，應以「產品條款及條件」為準。

本網站為您提供規劃及教育工具，包括計算機。這些工具及計算機可以讓您模擬「假設」情景，其結果是僅供參考，按確定的資訊及假設釐定，沒有任何保證所顯示結果的準確性或將要實現。此外，這些工具及計算機不屬於任何您可能已支付費用的規劃報告之一部分，即使工具及計算機包括由報告產生或載有的資訊。

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您明白並同意，在適用法律許可的範圍內，我們將不會對您或第三方負責任何直接、間接、偶然、附帶或懲罰性損失，不論損失屬或然與否，包括但不限於失去產品、用途、資訊的損害，或其他無形的損失，即使我們已獲知會有關這些損害的可能性，因您使用、依賴或無法使用本網站、產品及服務、內容或軟體而產生，因通過網站或購買或訂立交易而令任何損失數據、資訊、產品或服務導致購買替代產品及服務的成本或任何第三方的聲明或行為或任何其他與本網站、產品及服務、內容或軟體有關的事項。您明白並同意您使用本網站的前提是您放棄任何權利直接或參加集體訴訟控告我們或其關係企業因您使用本網站導致的任何損失或損害。本使用條款並無條文限制我們因 (i) 疏忽引起死亡或人身傷害；及 (ii) 欺詐所導致的任何責任。

**通知**—我們就網站或使用條款向您發出的任何通告將公佈在本網站或以電子郵件或普通郵件寄發。

#### **電子通訊**

當您瀏覽本網站或發送電子郵件給我們，即您與我們進行電子通訊。您同意接收來自我們的電子通訊。我們透過電子郵件或在本網站張貼告示的方式與您通訊。您同意我們以電子方式為您提供的所有協議、通告、揭露及其他通訊滿足任何有關發表書面通訊的法律要求。

## **一般條款**

*全部協議*—我們在本網站張貼的使用條款、隱私權政策聲明，以及其他政策的條款構成我們與您之間就使用本網站、內容及軟體達成的整個協議，替代我們與您先前就使用本網站達成的任何協議，包括以前版本的使用協議條款。我們可不時更新本使用條款，在本網站張貼修訂的使用條款，而無需另行通知您，您後續使用本網站表示您接受且受新的使用條款拘束。該使用條款一直有效，直至我們在任何時間終止或更新為止，而不另行通知。如果終止，使用條款中規定的免責聲明及限制仍然有效。使用條款將被視為包括所有其他通知、政策、免責聲明及載於本網站的其他條款，然而，如果其他條款與使用條款之間存有衝突，則以使用條款為準。

*向第三方購買的獨立協議*—您向本網站代表的任何第三方或金融機構購買任何商品或服務的條款及條件應遵循您與這些物品或服務供應商(包括任何安達成員公司，如適用)之間正式簽署的獨立協議。

*用戶的年齡及位置*—本網站載有的所有資訊及內容只供年滿 20 歲或以上在台灣居住的人士使用。我們並未對內容、資訊、產品及服務或可於台灣境外使用的軟體作出聲明。如果屬法律不容許，我們將禁止使用該產品及服務、內容及軟體。

本網站載有約束力的仲裁條款而可由各方執行。

*爭議解決*—凡因此使用條款或與使用條款有關的爭議，爭執或索償，違約、終止或使用條款無效均應通過仲裁解決。仲裁應按照中華民國仲裁法之有效規定進行，但可作下述修改。

指定之仲裁機構為中華民國仲裁協會。

指定之仲裁地點在 中華民國仲裁協會。

[仲裁由中華民國仲裁協會按照使用條款簽訂時有效的中華民國仲裁協會的仲裁規則進行。][1]

仲裁程序所使用的語言為中文。

*準據法律；司法管轄權區；地點；條文的可分割性*—使用條款受台灣法律規管。如果任何條款被具有司法管轄權區的法院認為不合法或無法強制執行，亦不會影響其餘條款的效力及可強制執行性。本節標題只是為了方便使用，沒有任何效力或作用。

## **密碼帳戶、密碼及資料安全**

如果您可以選擇在本網站開立帳戶，這將會為您提供途徑瀏覽網站的密碼保護部分而您可選擇運用這途徑，您必須在適用的登記表填上最新、完整及準確資訊來完成登記過程，並選擇密碼及用戶名稱。您須完全負責保密您的密碼及帳號，以及您帳戶內發生的任何及所有活動。您同意(a)就您所知立即通知我們任何未經授權使用您帳戶或任何其他違反保安事宜，及(b)在每次完成瀏覽後完全退出您的帳戶。我們就網站安全(包括未經授權的人士具備攔截或瀏覽您通過本服務傳輸的資

訊之能力)並未對您作出任何不論是明還是隱含的保證。我們將不承擔因他人使用您的密碼或帳戶而可能會令您招致的任何損失(無論您知悉與否)。然而，您須承擔因他人使用您的帳戶或密碼而令我們或其他方招致的損失。您在任何時候如未經帳戶持有人允許，不得使用其他人的帳戶。

**版本差異** — 如本使用條款中、英文兩個版本有任何抵觸或不相符之處，應以英文版本為準。