

# 安達產物保險股份有限公司台灣分公司

## 網路保險服務契約（契約審閱期間至少五日）

### 第一條 契約之適用範圍

當事人間依電子簽章法及相關法令之規定從事保險電子交易者，適用本契約之約定。但個別網路保險服務契約對消費者之保護更有利者，從其約定。

### 第二條 名詞定義

本契約之名詞定義如下：

- 一、「保險電子交易」：指消費者經由網際網路與本保險公司資訊系統電腦連線，且利用電子簽章或其他足資辨識消費者身分之方式，直接取得本保險公司所提供之各項保險服務。
- 二、「電子訊息」：指本保險公司或消費者經由網際網路連線傳遞之訊息。
- 三、「數位簽章」：指將電子文件以數學演算法或其他方式運算為一定長度之數位資料，以簽署人之私密金鑰對其加密，形成電子簽章，並得以公開金鑰加以驗證者。
- 四、「私密金鑰」：指一組具有配對關係之數位資料中，由簽章製作者保有之數位資料，該數位資料係作電子訊息解密及製作數位簽章之用。
- 五、「公開金鑰」：指一組具有配對關係之數位資料中，用以對電子訊息加密、或驗證簽署者身分及數位簽章真偽之數位資料。
- 六、「加密」：指利用數學演算法或其他方法，將電子文件以亂碼方式處理。
- 七、「電子簽章」：指依附於電子文件並與其相關連，用以辨識及確認電子文件簽署人身分、資格及電子文件真偽者。
- 八、「憑證」：指載有簽章驗證資料，用以確認簽署人身分、資格之電子形式證明。
- 九、「資訊系統」：指產生、送出、收受、儲存或其他處理電子形式訊息資料之系統。

### 第三條 連線所使用之網路

本保險公司及消費者應各自與網路業者簽訂網路服務契約，並各自負擔網路使用之費用。

#### 第四條 網頁之確認

消費者與本保險公司交易前，應先確認本保險公司正確之網址。本保險公司應盡善良管理人之注意義務，隨時維護網站的正確性與安全性，以避免消費者之權益受損。

#### 第五條 電子訊息之接收與回應

本保險公司接收含數位簽章或經本保險公司及消費者同意用以辨識身分之電子訊息後，應立即以下列方式之一要求消費者再確認：

- 一、以資訊系統自動回覆通知消費者。
- 二、以資訊系統再次確認裝置提示消費者。

經消費者依前項規定再確認者，該項電子訊息視為已經本保險公司受理。本保險公司受理消費者之電子訊息後，應即時進行檢核或處理，並於三日內將結果通知消費者。

本保險公司應於同意承保後，將網路保險交易成功訊息（內容包含保險單號碼或交易序號、保險單生效時間、保險金額等重要資訊）傳送予消費者。本保險公司同意承保後，保險契約即為成立。

本保險公司或消費者接收來自對方任何電子訊息，若無法辨識其身分或內容時，視為傳送作業未完成。但本保險公司可確定消費者身分時，應立即將內容無法辨識之事實通知消費者。

#### 第六條 電子訊息之不處理

有下列情形之一者，本保險公司得不處理任何接收之電子訊息：

- 一、本保險公司能舉出證據有具體理由懷疑電子訊息之真實性或所指定事項之正確性者。
- 二、本保險公司依據電子訊息處理，將違反相關法令或保險契約之規定者。

本保險公司不處理前項電子訊息者，應同時將不處理之具體理由及情形通知消費者。

#### 第七條 消費者軟硬體安裝與風險

消費者申請使用本契約之服務項目，應自費安裝其所需之電腦軟體、硬體，以及其他與安全相關之設備。

消費者於使用本保險公司所交付之軟硬體設備時，如因可歸責於本保險公司之事由致受有損害，得向本保險公司請求賠償。

#### 第八條 消費者之注意義務

消費者對使用者帳號、密碼、憑證及相關文件，應妥善保管。  
消費者輸入前項密碼連續錯誤達三次時，本保險公司資訊系統即自動停止消費者使用本契約之服務。消費者如擬恢復使用，應向本保險公司提出申請。

#### 第九條 交易核對

本保險公司於每筆交易指示處理完畢後，以電子訊息或雙方約定之方式通知消費者，消費者應核對其結果有無錯誤。如有不符，應於通知到達之日起四十五日內，通知本保險公司查明。

本保險公司對於消費者之通知，應即進行調查，並於通知到達本保險公司之日起四十五日內，將調查之情形或結果覆知消費者。

#### 第十條 電子訊息錯誤之處理

消費者利用本契約之服務，如其電子訊息因不可歸責於消費者之事由而發生錯誤者，本保險公司應協助消費者更正，並提供其他必要之協助。

前項服務因可歸責於本保險公司之事由而發生錯誤者，本保險公司應於知悉時，立即更正，並同時以電子訊息或雙方約定之方式通知消費者。

#### 第十一條 電子文件之合法授權與責任

雙方應確保所傳送至對方之電子訊息均經合法授權。

雙方於發現有第三人冒用或盜用使用者帳號、密碼、憑證或其他任何未經合法授權之情形，應立即以電話或書面或其他約定方式通知他方停止使用該服務並採取防範之措施。

本保險公司接受通知前，已依前項服務之指示為給付者，得對抗消費者。但本保險公司有故意或過失者不在此限。

#### 第十二條 資料安全

本保險公司對於所保有消費者及其利害關係人之個人資料檔案，應採取適當之安全措施，防止個人資料被竊取、竄改、毀損、滅失或洩露。

本保險公司違反前項規定，致個人資料遭不法蒐集、處理、利用或其他侵害當事人權利者，應負損害賠償責任。但能證明其無故意或過失者，不在此限。

#### 第十三條 資訊保密義務

本保險公司因處理本契約及基於本契約所從事之保險電子交易，所取得之相關資

料負有保密義務。除經當事人同意或符合個人資料保護之相關法令規定外，本保險公司不得使用於與本契約無關之目的或對第三人揭露。

#### 第十四條 損害賠償責任

因本契約雙方之故意或過失，就本契約傳送或接收電子訊息，有遲延、遺漏或錯誤之情事；或就本契約所生義務之不履行或遲延履行，而致他方受有損害時，應負賠償責任。

#### 第十五條 紀錄保存

雙方應保存所有保險電子交易訊息（不含查詢類）紀錄，並應確保其真實性及完整性。

本保險公司對前項紀錄之保存，應盡善良管理人之注意義務。

保存期限至少為保險契約有效期限屆滿或通知消費者不同意承保後五年。

#### 第十六條 電子訊息之效力

雙方同意依本契約利用電子簽章或電子文件方式交換之電子訊息，其效力與書面簽署或書面文件相同。

#### 第十七條 消費者終止契約

消費者得隨時通知本保險公司終止本契約。

#### 第十八條 保險公司終止契約

本保險公司欲終止本契約時，須於終止日三十日前以書面通知消費者。但消費者如有下列情事之一者，本保險公司得隨時以書面通知消費者終止本契約：

- 一、消費者未經本保險公司同意，擅自將本契約之權利或義務轉讓第三人。
- 二、消費者受法院破產或重整宣告。
- 三、消費者違反本契約第十二條第一項之規定。
- 四、消費者違反本契約之其他約定，經催告改善或限期請求履行未果。

#### 第十九條 通知處所

消費者或本保險公司就本契約事項對他方為通知者，應向他方所留存本契約之最後地址或電子郵件信箱為之。

## 第二十條 法令適用

本契約準據法，依中華民國法律。

## 第二十一條 管轄法院

因本契約涉訟者，雙方同意以消費者住所地地方法院為第一審管轄法院。消費者之住所在中華民國境外時，以臺灣臺北地方法院為第一審管轄法院。但不得排除消費者保護法第四十七條及民事訴訟法第四百三十六條之九小額訴訟管轄法院之適用。

## 第二十二條 契約修訂

本契約如有未盡事宜，得經本保險公司及消費者協議補充或修正之。

## 第二十三條 契約分存

本契約壹式貳份，由雙方各執壹份為憑。

## 網站使用條款

### 接受條款

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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。

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**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，以及在以下內部網域所述之情形外，您通過本網站傳送任何其他資訊，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，並屬於我們的財產。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。我們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。然而本條款不會修正我們與合作保經代所簽合約內關於客戶資料擁有權之約定。

**安達保險內部網域** – 安達保險可能會利用內部網域讓合作保經代可以傳送資訊給我們，以便對於合作保經代或其客戶提供報價。合作保經代提供資訊時，應盡到善良管理人之注意義務以確保該資訊為真實且正確。我們可能所傳送之資訊提供報價、估價或理算。我們亦可決定根據該資訊內容來核發保單或提供相關服務。我們利用該資訊所提供之所有服務，包括但不限於報價、估價、要保書或保單，均為我們的財產。

**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，並受美國、中華民國之專利法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，當您使用服務及內容時，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)上使用有關服務及內容。

本網站所提供的軟體由我們擁有或經授權使用，並可能包含須美國、中華民國及其他國家及管轄領域內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管轄領域。

**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)；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。除非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。

#### **安全及控制**

**帳號、密碼及安全**—倘若您選擇在本網站上開立帳號，提供您以密碼方式存取網站內容，您必須根據我們所提供最新且正確的資訊完成申請書註冊，並選擇適當之用戶名稱及密碼。您對於密碼及帳戶之保密，以及帳戶之使用狀況有完全之責任。您同意(a)：當您發現有任何未經授權使用帳戶或其他帳戶安全問題，將立即通知我們，以及(b)使用完畢及登出帳號。我們對於其他人使用您的密碼或帳戶所導致之結果不負擔任何責任，無論您是否知悉該使用。然而，您應負責賠償其他人使用您的帳號或密碼造成我們或其他第三人之損失。此外，無論帳號擁有人是否同意，您都不得使用他人之帳號。

**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。然而，我們有權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屬於非法、造成我們負擔賠償責任、違反本使用條款，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。

**安達保險對於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。

**電子通訊**—當您使用本網站或寄送電子郵件給我們您，您係以電子文件方式與我們聯繫。您同意我們以電子文件方式與您聯繫。我們將會用電子郵件或在本網站刊載通知答覆您。您同意我們用電子文件方式提供給您的合約、通知或其他通訊方式，可以符合法令規定應以書面為之者。

**更新內容**—我們得隨時更新或修正商品、服務內容或軟體之全部或一部，毋須事前通知。我們對於您或其他第三人無法繼續修正前之商品、服務內容或軟體，不負任何責任。**隱私權政策**—我們的隱私權政策聲明安達保險蒐集、使用及保護非公開之個人資料，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。

#### **一般約定**

**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。我們已合理盡力蒐集、準備及提供高質素的資訊及資料，但並無保證或擔保本網站或任何我們維護的其他網站所載資訊之準確性、完整性或充分性。

以上聲明不代表用戶或保經代不能接受安達保險之報價。然而未經確認之報價、估價或理算，得根據所適用之法律，於接受前隨時撤回。

本網站所載之資訊及說明並不代表產品或服務之條款除外條款及條件之完整描述，僅提供為一般參考之用。請參考實際保單或有關產品或服務合約之全部條款、除外條款及條件。倘若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，與您使用網站並無影響。

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。您使用本網站之風險由您個人承擔。本網站提供的所有內容及軟體是以「現狀」或「現有」基準提供。在適用法律許可的範圍內，我們明確地免除任何保證及條件，不論這些保證及條件是明示或默示，包括但不限於有關可銷售性或對某特定用途的適用性之擔保。我們不保證對於內容及軟體是否準確、及時、不間斷、不含病毒或其他將破壞您電腦系統、或任何這類問題會得到更正。

**責任限制**—您明白並同意，在適用法律許可的範圍內，我們將不會負擔任何直接、間接、偶然、附帶或懲罰性損失，包括但不限於失去產品、用途、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，因您使用或無法使用本網站、產品及服務、內容或軟體而產生或與其有關之事項。您明白並同意您使用本網站的前提為，對於您使用本網站導致的任何損失或損害，您放棄任何權利直接控告我們或其關係企業或參加集體訴訟。

某些法規可能禁止責任限制、隱含擔保或除外某些責任，倘若您適用該等法規，則上述米則聲明或除外條款可能不適用於您。

**賠償**—您同意賠償、抗辯並讓我們、關係企業、董監事、職員、承包商、代理人、授權廠商、服務提供者、轉包商及供應商免於承擔任何損失、責任、費用、損害及支出，包括合理的律師費用及法院裁判費，由於您使用本網站或違反本使用條款所致。倘若您造成本網站或系統無法傳輸資料，您同意負擔因此所造成之任何損失、責任、費用、損害及支出，包括合理的律師費用及法院裁判費。我們保留權利並以自己之費用，承受訴訟或以其他方式控制您所引起之賠償責任，在此情況下，您同意與我們合作進行抗辯事宜。

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最後更新日期：2016年5月2日

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