

文化內容策進院「創意內容媒合交流平台」使用者條款

IP MEETUP by TAICCA TERM OF USE

Update: 2022/8/18

壹、通則

I. GENERAL PROVISIONS

一、歡迎您使用 IP MEETUP by TAICCA 平台（以下稱「本平台」）所提供的服務及功能（以下合稱「本服務」）。「本平台」係由文化內容策進院（以下稱「TAICCA」）設置及營運，並向您提供「本服務」所包含的所有服務及功能。

1. Welcome to use the service provided by IP MEETUP (the "Service"). IP MEETUP is established and operated by Taiwan Creative Content Agency ("TAICCA") and provides you with the Service.

二、當您使用「本服務」時，不論您是否為 IP MEETUP 會員，均視為您已經同意遵守本 IP MEETUP 使用者條款（以下稱「本條款」）以及「本平台」上所有當時公告及適用的規範與政策（包括但不限於「隱私權與個人資料保護政策」及所有其他的法律文件，以下合稱「使用協議」）。於開始使用「本服務」前，您應先行確認您已經瞭解並同意接受「使用協議」的全部內容。如果您不同意接受「使用協議」當中的任何部分，請勿使用「本服務」；如果您已經開始使用，您應停止使用「本服務」。

2. It shall be deemed as your acceptance to this term of use of IP MEETUP (the "TOU") and all then-current announcement and regulation/policy (including without limitation the "Privacy and Personal Information Protection Policy" and all other documents, collectively, the "Agreement") as you use the Service regardless of whether you are the member of IP MEETUP or use your own or other's account of IP MEETUP (e.g. the account or your company or organization). Prior to the use of the Service, you shall ensure you understand and accept all provisions of the Agreement. If you shall not accept any part of the Agreement, you shall not use the Service, or you shall cease to use Service in case you are using the Service.

三、如果您不是依據中華民國法律所規定的成年人（依當時法律所規定的成年

年紀為準），您應保證並確認已經取得您的法定代理人事前許可，方得開始使用「本服務」。如果您違反前述保證，因而致生任何法律責任，「本平台」與「TAICCA」無須負擔任何責任。

3. In the event you are a minor according to the laws of Taiwan, R.O.C. (subject to the then-current laws), you shall ensure to obtain the approval from your legal guardian before you start to use the Service. Any legal liabilities arising out of your breach of the foregoing commitment shall not be borne by IP MEETUP or TAICCA.

四、如果您以特定公司或組織之名義申請並成為進階會員（定義如後述），您應保證並確認已經取得該公司或組織的授權，方得使用該會員帳號。您同意進階會員身份所具有之所有功能與權利，包括但不限於在專頁所上傳之資訊、資料及「授權內容」（定義如後述），均屬於該特定公司或組織所有；若您代表該公司或組織使用、管理專頁之授權終止，您應立即停止使用進階會員之功能，並將使用、管理專頁之權限依據該公司或組織之指示移轉給第三人；若您為專頁唯一會員，您並應立即通知「本平台」。如果您違反前述保證，因而致生任何法律責任，您應自行負責，「本平台」與「TAICCA」無須負擔任何責任。

4. In the event you apply for the Premium (defined as below) on behalf of certain company or organization, you shall ensure necessary authorization of the use shall be given by such company or organization. You shall agree any and all functions and rights contained in the Premium shall be owned by such company or organization, including without limitation all information, data and Licensed Content uploaded to the MyBiz Page (defined as below). If your authorization to use and manage the MyBiz Page on behalf of certain company or organization is terminated, you shall cease to use the function of Premium and transfer such authorization to the party designated by such company or organization. If you are the sole Premium of the MyBiz Page, you shall advise IP MEETUP immediately. Any legal liabilities arising out of your breach of the foregoing commitment shall not be borne by IP MEETUP or TAICCA and shall be solely taken by yourself.

貳、會員與帳號密碼

II. MEMBERSHIP AND ACCOUNT/PASSWORD

五、為了使用「本服務」的完整服務及功能，您必須申請成為「本服務」的會員並取得 IP MEETUP 會員帳號。您同意「本平台」與「TAICCA」得依據「隱私權與個人資料保護政策」（<https://ip.taicca.tw/index/tos>）之規範使用您所提供的資訊及資料。當您依據「本平台」之規定申請建立專頁，並經「本平台」審核通過，或申請加入現有專頁，並經專頁管理員審核通過，您的會員帳號即成為可享有「本平台」所提供之專頁功能相關服務之會員身份（以下稱「進階會員」）。進階會員所享有之功能，應依據使用當時「本平台」事實上提供之功能為準，本平台保留隨時修訂、調整進階會員功能之權利。

5. To use full service and function of the Service, you shall apply the membership of the Service and acquire the account of IP MEETUP. You agree that IP MEETUP and TAICCA may use the information and data provided by you in compliance with the "Privacy and Personal Information Protection Policy" (<https://ip.taicca.tw/>). As you create a MyBiz Page and approved by IP MEETUP, or join a MyBiz Page and approved by its administrator, your account of IP MEETUP will be upgraded and may use the functions of the MyBiz Page provided by IP MEETUP (the "Premium"). The functions for the Premium shall be subject to the then-current actual functions provided by IP MEETUP. IP MEETUP shall have the right to change and modify the functions for the Premium from time to time.

六、您保證並確認您所提供的會員資料（包括以進階會員身份在專頁上提供的資料）均為真實、正確，如果有異動時應立即進入「本平台」修改。如果您所提供的會員資料非真實或不正確，因而導致您無法正確使用「本服務」全部或一部份的服務及功能，「本平台」與「TAICCA」無須負擔任何責任，且「本平台」有權暫停或終止您的 IP MEETUP 會員資格及使用「本服務」之權利。

6. You shall ensure the member information provided by you (including that provided on the MyBiz Page through your Premium membership) shall be true and correct and shall immediately modified by you in case of any change thereof. In the event the member information provided by you is false or incorrect, and therefore you cannot use all or part of the service and function of the Service, IP MEETUP and TAICCA shall not take any responsibilities derived therefrom, and IP MEETUP shall have the right to suspend or terminate your membership of IP

MEETUP and the right to use the Service.

七、您瞭解並同意，IP MEETUP 會員帳號之使用權限專屬於您個人所有，您不得將您的 IP MEETUP 會員帳號出借給他人使用；「本平台」並不允許多人共用同一組會員帳號。

7. You shall understand and agree that the authority of account of IP MEETUP shall be solely owned by you, and you shall not allow any other person to use your IP MEETUP account. It is not allowed to co-own an IP MEETUP account by two or more persons.

八、您應妥善保存您的 IP MEETUP 會員帳號及密碼，「本平台」係依據該組帳號及密碼來認定您的 IP MEETUP 會員身分。您同意任何以您的 IP MEETUP 會員帳號及密碼登入使用「本服務」之行為（不論事實上是否由您所為），均視為您的行為，並由您負起相關權利與義務。若您具備進階會員身份，您在專頁上所為之一切行為，均視為已獲得該特定公司或組織之授權，因而產生之權利義務亦應歸屬於該公司或組織。如果您懷疑密碼可能外洩，請立即至「本平台」更新您的密碼。如果您的帳號及密碼遭到竊取或非法使用，您應立即通知「本平台」，並向司法機關提出申告，以確保您的權益。

8. You shall carefully keep your account and password of IP MEETUP membership. IP MEETUP shall confirm your membership by such account and password. You agree that all the use of the Service through your account and password of IP MEETUP (regardless of whether by you) shall be deemed as your activities, and you shall take all responsibilities derived therefrom. If you are the Premium, your activities on the MyBiz Page shall be deemed as authorized by such certain company or organization, and any and all rights and obligations derived therefrom shall be held by such company or organization. In case of any doubt that the password is divulged, you shall reset your password immediately. In the event of theft or unauthorized use of your account and password, you shall notify IP MEETUP immediately and report to the judicial authority to ensure your right and interest.

參、「本服務」之服務及功能

III. SERVICE AND FUNCTION

九、「本服務」係以您使用「本平台」當時所具備的服務及功能「現況」向您提供「本服務」的內容，您瞭解並同意「本平台」有權隨時增、刪、調整「本服務」之全部或一部份的服務及功能，並同意「本平台」與「TAICCA」無須因此等增、刪、調整所生之結果負擔任何責任。

9. IP MEETUP shall provide you with the Service on "as-is" basis. You understand and agree IP MEETUP shall have the right to add, cancel or modify all or part of the service and function of the Service and IP MEETUP shall not bear any liability arising out thereof.

十、「本服務」會將您所提供的資訊、資料及「授權內容」（定義如後述）依據「使用協議」之規範透過「本平台」與其他「TAICCA」所使用的媒介向公眾提供，並會協助媒合您與第三方從事溝通、協商以促成相關交易，您瞭解並同意任何第三方經由前述活動所為之行為，均應由此等第三方自行向您負責，「本平台」與「TAICCA」對此等第三方行為之正確性、合法性不負擔任何責任。

10. The information, data and Licensed Content (defined as below) provided by you will be made available to the public by the Service through IP MEETUP and other media of TAICCA according to the Agreement. The Service will assist you in communication, negotiation with third party to promote transaction. You understand and agree that any liability derived from activity done by the foregoing third party shall be borne solely by such third party. IP MEETUP and TAICCA shall not be liable for the correctness and legality of such third-party activity.

十一、若您使用「本服務」與第三方進行交易、締結契約或從事任何其他商業及非商業之合作，您應自行評估第三方提供之資料之正確性與合法性，以及此等交易之風險、結果及可行性，「本服務」不會介入您與此等第三方的協商、交易及合作，「本平台」與「TAICCA」亦無須對此等協商、交易及合作的風險、結果及可行性負擔任何責任。

11. In the event you make a transaction, enter into contract or engage in any other commercial or non-commercial cooperation with third party through the Service, you shall by yourself evaluate the correctness and legality of the information provided by such third party and the risk, result and feasibility of such transaction, and the Service will not involve in such negotiation,

transaction and cooperation. IP MEETUP and TAICCA shall not bear any liabilities derived from the risk, result and feasibility of such negotiation, transaction and cooperation.

十二、您保證並確認您經由「本服務」所提供的所有資訊、資料均為真實、合法，如果您違反前述保證，您對於因而產生之結果應自行負責，如因而致「TAICCA」受有損害，您應負責賠償（包括但不限於律師費、訴訟費、和解金、行政罰鍰、罰金、賠償金、利息等）。

12. You shall ensure all information and data provided by you through the Service shall be true and legal. If you violate the foregoing commitment, you shall take all responsibilities resulting therefrom, and shall compensate TAICCA for damage (if any) derived therefrom (including without limitation attorney fee, litigation cost, settlement amount, fine, penalty, compensation, interest, etc.).

十三、您使用「本服務」之結果可能會使您取得由「TAICCA」或其他單位所提供的獎勵或補助，惟您最終是否能取得此等獎勵或補助以及其內容為何，仍應視各該獎勵及補助之規範與審查結果而定；「本平台」與「TAICCA」不保證您使用「本服務」一定能取得此等獎勵或補助。

13. The result of use of the Service may cause you to acquire reward or subsidy provided by TAICCA or other organizations, provided, however, whether or not acquiring such reward and subsidy shall depend on the regulation and review thereof. IP MEETUP and TAICCA shall not ensure you may acquire such reward or subsidy through the Service.

十四、您瞭解並同意當您使用「本服務」的功能及服務時，除了「本條款」及「使用協議」將會構成您與「本平台」與「TAICCA」間的契約外，在某些情況下，您還必須同意及簽署特定的法律文件才能使用「本服務」的完整功能（例如參與「本服務」所包含的各項活動時所須簽署的同意書）。

14. You understand and agree that the TOU and the Agreement shall constitute the contract among you, IP MEETUP and TAICCA, and under certain circumstances you shall agree and sign certain legal document to use full function of the Service (e.g. the agreement related to exhibition held by the Service).

肆、「授權內容」相關規範及您對「本平台」、「TAICCA」與其他使用者之授權

IV. LICENSED CONTENT AND LICENSE TO TAICCA, IP MEETUP AND USERS

十五、在您使用「本服務」時，您可以向「本平台」提供影片、聲音（包括音樂及其他錄音檔案）、圖像、照片、文字、商標、電腦程式及其他受到著作權法或其他智慧財產權法律保護的素材；當您將此等素材以上傳或任何其他方式提供給「本平台」時，即視為您已同意依據「本條款」及「使用協議」的規範授權「本平台」與「TAICCA」使用此等素材（以下合稱「授權內容」）。

15. When you use the Service, you may provide IP MEETUP with video, audio (including music and other audio file), image, photo, text, trademark, software, and all other materials protected by copyright law or other intellectual property right laws. It shall be deemed as your acceptance to grant IP MEETUP and TAICCA to use such materials according to the TOU and the Agreement upon your upload of such materials (collectively, the "Licensed Content").

十六、如果您的 IP MEETUP 會員帳號具備進階會員身份，您可將「授權內容」上傳至您在「本平台」上使用、管理的專頁。您可以藉由「本服務」使用您的「授權內容」行銷您的業務或創作事業。除非您具有「授權內容」充足的合法權利，或已經取得擁有「授權內容」相關權利之第三方的許可，否則您不得將「授權內容」上傳至「本平台」。對於您以上傳或任何其他方式提供予「本平台」的「授權內容」，以及您藉由「本服務」使用此等「授權內容」的所有行為，應由您承擔相關的法律責任。如「TAICCA」因您違反前述規定遭第三人主張權利或遭行政機關裁罰時，您應依「TAICCA」指示負責配合「TAICCA」處理；「TAICCA」如因此蒙受任何損害，並得向您請求損害賠償（包括但不限於律師費、訴訟費、和解金、行政罰鍰、罰金、賠償金、利息）。「本平台」有權使用各種措施（包括但不限於自動化系統）分析、處理您上傳的「授權內容」，以偵測是否存在違法、侵權或其他濫用行為（包括但不限於具有侵權風險的內容、惡意軟體及其他違法內容）。

16. If you have Premium account of IP MEETUP, you may upload the Licensed Content to the MyBiz Page of IP MEETUP used and managed by you. You may use your Licensed Content to promote your business or occupational activity. Unless you have sufficient right to use the Licensed Content or sufficient authorization from the third party owning the right of the same, you shall not upload the Licensed Content to IP MEETUP. You shall bear all liabilities derived from the Licensed Content uploaded or in any method provided to IP MEETUP by you and your use of the Licensed Content through the Service. You shall assist TAICCA with TAICCA's direction if any third party makes a claim against TAICCA or any competent authority adjudicates TAICCA due to your violation of the above-mentioned provision and shall compensate TAICCA for damage (if any) derived therefrom (including without limitation attorney fee, litigation cost, settlement amount, fine, penalty, compensation, interest, etc.). IP MEETUP shall have the right to detect if there is any illegal action, infringement, or other misuse (including without limitation infringing content, malware, and other illegal content) by analyzing, processing the Licensed Content uploaded by you with any measure (including without limitation automatic system).

十七、即使您將「授權內容」上傳至「本平台」，您或擁有「授權內容」相關權利之第三方仍然保留對於「授權內容」所擁有的權利；「授權內容」僅會依據「本條款」及「使用協議」的規範授權「本平台」、「TAICCA」與其他「本服務」的使用者進行使用。

17. Notwithstanding you upload the Licensed Content to IP MEETUP, the rights of the Licensed Content shall be reserved by you or the third party owning the related rights of the Licensed Content. The Licensed Content shall be solely authorized to IP MEETUP, TAICCA and the user of the Service subject to the TOU and the Agreement.

十八、如果您將「授權內容」上傳或以其他方式提供給「本平台」，視為您已經不可撤回地同意就該「授權內容」提供「本平台」與「TAICCA」一項非專屬、無權利金、可轉授權及全世界範圍內有效的授權，使「本平台」與「TAICCA」可以在提供「本服務」的目的範圍內，以任何方式使用此等「授權內容」。

18. It shall be deemed as your irrevocable approval to grant IP MEETUP and

TAICCA a non-exclusive, royalty-free, sublicensable and worldwide license as you upload or by any method provide the Licensed Content to IP MEETUP, and therefore IP MEETUP and TAICCA may by any method use such Licensed Content for the purpose of the Service.

十九、當使用「本服務」的其他使用者透過「本服務」存取您的「授權內容」時，您亦不可撤回地同意就該「授權內容」提供其他使用者一項非專屬、無權利金、不可轉授權及全世界範圍內有效的授權，使其他使用者可以在使用「本服務」的目的範圍內，瀏覽、下載及重製此等「授權內容」。為避免有任何疑義，此等授權並不授權任何使用者在獨立於「本服務」範圍之外的情況下使用您的「授權內容」。

19. It shall be deemed as your irrevocable approval to grant the users of the Service a non-exclusive, royalty-free, non-sublicensable and worldwide license as the users of the Service access your Licensed Content through the Service, and therefore such users may browse, download, and reproduce such Licensed Content for the purpose of the Service. For avoidance of any doubt, such license shall not include any use outside the Service.

二十、您隨時可以從「本平台」移除您上傳的「授權內容」。如果您從「本平台」上移除您所上傳的「授權內容」，自您移除之時起，第十八條之授權即告終止，「本平台」將不會再公開顯示您已經移除的「授權內容」，但「本平台」與「TAICCA」仍得基於資料檔案保存及數據資料分析之目的，繼續使用您已經移除的「授權內容」。此外，在您移除「授權內容」之前「本平台」、「TAICCA」與其他使用者依據「本條款」第十八條、第十九條之授權已開始之使用行為，其有效性與合法性將不會受到您移除「授權內容」的影響。

20. You may remove the Licensed Content uploaded by you from IP MEETUP from time to time. Upon your remove of such Licensed Content, the license provided according to article 18 shall be terminated and IP MEETUP will not publicly display such Licensed Content, provided, however, IP MEETUP and TAICCA shall have the right to use such removed Licensed Content solely for the purpose of archive and data analysis continuously. The effectiveness and validity of the use of such Licensed Content by IP MEETUP, TAICCA and other users of the Service according to the article 18 and 19 of the TOU prior to your remove of the same shall not be affected.

二十一、若「本平台」合理地認為任何「授權內容」有違反法令、違反「本條款」或任何「使用協議」，或可能對「本平台」、「TAICCA」與其他使用者或任何其他第三方造成損害，「本平台」有權自行斟酌並決定移除特定之「授權內容」的全部或一部份。於移除後「本平台」會通知您移除該「授權內容」的原因，但有下列情形者，不在此限：(1) 若通知您將違反法律或影響執法機關的執法；(2) 可能危及移除原因相關調查作業的進行，或影響「本服務」的營運；(3) 可能對「本平台」、「TAICCA」與其他使用者或任何其他第三方造成損害。

21. IP MEETUP shall have the right to, in its sole discretion, remove all or part of certain Licensed Content provided IP MEETUP reasonably considers that any Licensed Content could violate laws, the TOU or any of the Agreement, or could damage IP MEETUP, TAICCA, users of the Service or any third party. IP MEETUP will advise you the reason of such remove after doing so except such notice could: (1) violate any laws or disturb any enforcement of competent authority; (2) affect the investigation of the cause of remove; (3) damage IP MEETUP, TAICCA, users of the Service or any third party.

二十二、如果您認為「本服務」中任何「授權內容」侵害您的著作權、其他智慧財產權或任何其他權利，您可以檢附相關證據資料向「本平台」發出通知，「本平台」將會依據您所提供的證據資料與其他客觀事實進行初步判斷，以決定是否將有疑慮的「授權內容」自「本服務」移除。您瞭解並同意「本平台」與「TAICCA」並非執法機關，對於爭議事件並無任何法定的裁決權限，您就任何「授權內容」所提出的任何爭議，僅係存在於您與「授權內容」上傳方之間的爭議，應由有權管轄的行政機關或司法機關做出最終裁決。

22. You may advise IP MEETUP with relating evidence provided you think any Licensed Content infringes your copyright, any other intellectual property right or any other right. IP MEETUP will determine whether or not to remove such Licensed Content from the Service according to the evidence provided by you and all other facts. You shall understand and accept that IP MEETUP and TAICCA are not competent authorities and shall not have the power and authority to judge any such dispute. Any dispute raised by you regarding any Licensed Content shall be solely the dispute between you and the party

uploading the Licensed Content and shall be judged by competent authority.

二十三、您應自行負擔保存、備份您所上傳的「授權內容」，「本平台」對於您所上傳的「授權內容」並不負擔任何保存、備份的義務，亦無義務依據您的要求向您提供「授權內容」的任何副本。

23. You shall keep and backup the Licensed Content uploaded by you. IP MEETUP shall not have the obligation to keep or backup the Licensed Content uploaded by you or provide you with any copy of the same upon your request.

伍、IP MEETUP 會員權利及義務

V. RIGHT AND OBLIGATION OF IP MEETUP MEMBERSHIP

二十四、如果您註冊成為 IP MEETUP 會員，您將可以依據「本條款」、「使用協議」等相關規範使用「本服務」所提供的功能與服務，包括但不限於瀏覽其他 IP MEETUP 會員所提供的「授權內容」，及「本平台」與「TAICCA」所提供的各項線上與線下服務。您有權隨時自行決定終止您的 IP MEETUP 會員身份並通知「本平台」，「本平台」於接到您的通知後將會盡快終止您的會員身份，並停止向您提供會員服務。

24. Upon your registration for the membership of IP MEETUP, you may use the function and service provided by the Service according to the TOU, the Agreement and relating regulations, including without limitation browsing the Licensed Content provided by other members of IP MEETUP and using all online/offline service provided by IP MEETUP and TAICCA. You shall have the right to terminate your membership from time to time and advise IP MEETUP. IP MEETUP will terminate your membership as soon as possible after receiving your notice and cease to provide service.

二十五、您同意在使用「本服務」時不會從事以下行為，並同意如果您從事以下任一行為時，「本平台」將有權自行斟酌並決定暫停或終止您使用「本服務」之全部或一部份的權利：

- 1.違反中華民國台灣相關法規及國際網際網路規定與慣例；
- 2.從事或企圖從事破壞、干擾或入侵「本平台」上各項資料、功能、

系統之行為；

- 3.在「本平台」上張貼廣告（但不包括依據「本服務」提供的功能所為之合理行銷行為）、惡意妨害他人名譽、販賣商品、發表不雅與低俗或侵害他人權利的文字、圖片或任何形式的檔案；
- 4.藉由「本服務」發表任何侵害他人智慧財產權之文字、圖片或任何形式的檔案；
- 5.將「本服務」之任何資料及內容進行存取、重製、下載、發布、傳輸、播送、顯示、出售、授權、修改、變更或以任何其他方式使用「本服務」的任何部分或任何「授權內容」，除非您：(1)依據「本條款」取得明確授權；或(2)取得「本平台」或相關著作權人的事先書面許可；
- 6.規避、停用、以詐欺行為參與或干擾「本服務」的任何部分（或企圖從事上述任何行為）；
- 7.以任何自動化工具（如機器人）存取「本服務」所包含的內容；
- 8.收集或擷取任何可用來識別個人的資訊（如帳戶名稱），但不包括依據「本服務」提供的功能所為之合理行為；
- 9.使用「本服務」發布未經「本平台」同意的宣傳或商業內容，或是其他擾人或大量散布的推銷訊息；
- 10.濫用任何回報、檢舉、申訴或提出爭議的處理機制，包括但不限於向「本平台」提交毫無根據、無理的內容。

25. You shall agree that you shall not engage in the following activities, and IP MEETUP shall have the right to, in its sole discretion, suspend or terminate your right to use all or part of the Service if you engage in any of the following activities:

- a. Violation of the laws of Taiwan, R.O.C. and Internet rules;
- b. Activity (or intention) to destroy, disturb or hack data, function, system of IP MEETUP;
- c. Posting advertisement (except reasonable promotion activity with the function provided by the Service), libel, slander or infringing text, image or files on IP MEETUP;
- d. Infringement against any third party's intellectual property right by announcement of text, image or any kind of files through the Service;

- e. Access, reproduction, download, transmission, broadcast, display, sale, license, modification, or any use of any part of the Service or Licensed Content except: (1) you have sufficient authorization according to the TOU; or (2) you have prior written approval from IP MEETUP or copyright owner;
- f. Circumvention, suspension or fraud act to participate or disturb any part of the Service (or intention to do so);
- g. Access to the content contained in the Service by any automatic tool (e.g. robot);
- h. Collection or selection of any information identifying individual (e.g. account name) except reasonable act with the function provided by the Service;
- i. Announcement of any unauthorized promotion materials or commercial content through the Service or other disturbing or junk mail;
- j. Misuse of any report, accusation, complaint or raising dispute mechanism, including without limitation provide unfounded, unreasonable report to IP MEETUP.

二十六、您同意「本平台」得紀錄、分析您利用「本服務」的活動紀錄，包括不限於瀏覽、存取、透過「本服務」之功能所進行的文字或影像會議等，並以之作為「本服務」對您提供相關服務及功能的參考資料。

26. You shall agree that IP MEETUP may record, analyze your activity of using the Service, including without limitation browse, access, text or video meeting through the function of the Service, for the purpose of reference to provide you with the service and function of the Service.

二十七、企業會員轉換為專頁：若您為先前已具有「本平台」企業會員帳號之公司或組織的雇員或代理人，並已獲得該公司或組織之授權，您可以向「本平台」申請為該公司或組織設立專頁，並將先前企業會員帳號之資料移轉至專頁。您瞭解並同意「本平台」並不保證您可以完整取回您的公司或組織在先前企業會員帳號下所包含的所有資訊及資料，「本服務」就此僅提供有限度的功能及服務。

27. Transfer from enterprise membership to MyBiz Page: If you are the employee or agent of certain company or organization with enterprise membership

account of IP MEETUP and have obtained authorization of such company or organization, you may apply for a MyBiz Page on behalf of such company or organization and transfer the information from former enterprise membership account to the MyBiz Page. You shall understand and accept IP MEETUP shall not ensure you may fully retrieve all information under the former enterprise membership account of your company/organization. The Service shall only provide limited function and service toward the same.

陸、服務暫停或中斷

VI. SUSPENSION OR INTERRUPTION OF SERVICE

二十八、如果發生下列情形，「本平台」將暫停或中斷「本服務」之全部或一部份，對於您因而所遭受的任何直接或間接之損害，「本平台」與「TAICCA」均無須負擔任何責任：

- 1.對「本服務」或「本平台」相關軟硬體設備進行搬遷、更換、升級、保養或維修；
- 2.因天災或其他不可抗力事件導致服務停止或中斷；
- 3.因電腦病毒或駭客入侵導致服務停止或中斷；
- 4.依相關主管機關或司法機關之要求導致服務停止或中斷；
- 5.其他不可歸責於「本平台」之事由導致服務停止或中斷。

28. You shall accept that IP MEETUP and TAICCA shall not be responsible to any direct or indirect damage incurred by you provided all or part of the Service being suspended or interrupted due to following matters:
- a. Relocation, replacement, upgrade, maintenance or repair for hardware and software of the Service or IP MEETUP;
 - b. Suspension or interruption of the Service due to act of God or other matters of force majeure;
 - c. Suspension or interruption of the Service due to computer virus or hacking;
 - d. Suspension or interruption of the Service due to requirement by competent authority or judicial authority;
 - e. Suspension or interruption of the Service due to any other causes not attributable to IP MEETUP.

柒、責任限制

VII. LIABILITY LIMITATION

二十九、您同意「本平台」與「TAICCA」無須對下列事項負責：

- 1.因您使用「本服務」所產生或與之相關的任何間接、特殊、附隨、衍生之損害賠償或懲罰性損害賠償；
- 2.任何因「本條款」或您使用「本服務」所產生或與之相關的獲利損失、營收損失、商業機會損失、價值減損或任何其他損失負責，包括但不限於：(1)您透過「本服務」所儲存或傳輸之資料的刪除、變更、傳輸錯誤或無法儲存；(2)會員帳號之限制、暫停或終止；(3)您透過「本服務」對資訊（包括個人資料）的下載或分享；(4)未經授權存取您的會員帳號或任何您所上傳的「授權內容」；(5)由「本服務」或第三方所提供之連往外部網站或資源的連結；(6)您透過「本服務」之媒合所洽談的合作對象及後續活動、交易或參與；
- 3.因第三方的錯誤或不法行為，或不可抗力因素所導致的後果與損害。
4. 依據第二十二條規定移除之「授權內容」衍生之任何爭議所導致的損害。

29. You shall accept that IP MEETUP and TAICCA shall not be responsible for the following matters:

- a. Any indirect, special, collateral, derivative compensation or penalty arising out of or related to your use of the Service;
- b. Any profit loss, business loss, commercial opportunity loss, value impairment, or any other kind of loss arising out of or related to your use of the Service, including without limitation: (1) deletion, alternation, transmission error or unable to save of the file you store or transmit through the Service; (2) limitation, suspension or termination of member account; (3) download or share of the information (including personal information) by you through the Service; (4) unauthorized access to your member account or any Licensed Content uploaded by you; (5) any third party website or link outside the Service provided by the Service or any third party; (6) any activity, transaction or participation through the matchmaking activity held by the Service.
- c. Any result and damage arising out of any third party's error, illegal act or

matter of force majeure.

d. Any losses and damages resulting from the dispute due to the Licensed
Content removed according to article 22.

三十、在法律所允許的範圍之內，對於您因使用「本服務」而遭受的損失或損害所提出之所有請求，「本平台」與「TAICCA」所負擔的責任範圍不得超過新臺幣壹拾萬元。

30. Within the scope permitted by laws, the liability borne by IP MEETUP and TAICCA due to your claim for any loss or damage incurred by you derived from the use of the Service shall not exceed ONE HUNDRED THOUSAND NEW TAIWAN DOLLARS (NT\$ 100,000).

捌、其他約定

VIII. OTHER PROVISIONS

三十一、您瞭解並同意「本平台」對於「本服務」中所包含之非由「本服務」所提供的資料及內容，包括但不限於第三方連結、由第三方或其他使用者所提供的資料及內容（例如其他 IP MEETUP 會員所上傳的「授權內容」），並不保證其真實性、正確性、合法性及可商業性；您應自行評估並判斷是否信任及使用此等資料及內容。

31. You shall understand and accept that IP MEETUP shall not ensure the truth, correctness, legality and commercial feasibility of any information and content not provided by the Service, including without limitation third party link and any information and content provided by other users. You shall by yourself evaluate such information and content.

三十二、「本平台」有權隨時修改「本條款」或任何其他「使用協議」之規定，且不會另行個別通知您或任何其他會員與使用者。修改後之內容將公布於「本平台」上取代原有條款，並立即生效。您應隨時查看「本條款」及「使用協議」之最新內容。如果您不同意「本條款」或「使用協議」修改後的內容，您應立即通知「本平台」終止您的會員身份，並停止使用「本服務」提供的各項服務。如果您在「本條款」或「使用協議」修改後繼續使用「本服務」時，視為您已接受修改後

之「本條款」或「使用協議」。

32. IP MEETUP shall have the right to revise the TOU and any Agreement from time to time without individually advising you, other members and users of the Service. The revised provisions shall be announced on IP MEETUP and replace original provisions immediately. You shall review the latest version of the TOU and the Agreement from time to time. You shall immediately advise IP MEETUP to terminate your membership provided you disapprove the revised TOU or Agreement and cease to use the Service. It shall be deemed as your acceptance of the revised TOU and the Agreement provided you continuously use the Service after revising of the TOU and the Agreement.

三十三、「本條款」與「使用協議」構成您與「本平台」間有關「本服務」的完整約定，若有其他未盡事宜，應依中華民國台灣法律的相關規定解釋及適用。

33. The TOU and the Agreement shall constitute the entire agreement between you and IP MEETUP regarding the Service, and shall be governed by the laws and regulations of Taiwan, R.O.C.

三十四、如果您因為使用「本服務」而與「本平台」與發生爭議，「本平台」將會秉持誠信盡力與您共同協商解決之道。如果無法以協商方式解決此等爭議，您同意以臺灣臺北地方法院作為第一審管轄法院。

34. IP MEETUP will with its best effort to discuss with you in good faith in the event of any dispute arising out of your use of the Service. If such dispute may not be resolved through negotiation, you shall agree that the Taiwan Taipei District Court shall be the court of first instance for such dispute.