

**American Express®  
Corporate Card  
Cardmember Application Form**

Individual Liability - Taiwan

**美國運通  
企業卡  
會員申請表格**  
個人責任 - 台灣

Please ensure all the application details are completed in Chinese to speed up the application process and mail form to American Express International (Taiwan), Inc., 12/FI., 363 Fu Hsing North Road, Taipei 105, R.O.C. 請以中文填寫此申請表以方便處理。填妥的申請表請寄交台北市105復興北路363號弘雅大樓12樓，台灣美國運通國際股份有限公司收。

**Any late payment activity will be recorded by the Joint Credit Information Center, and it may be adverse to your future loan application. 未按時依約繳款之紀錄，將登錄金融聯合徵信中心，而影響您未來申辦其他貸款之權利。**

**Company Information 公司資料**

Company Name (in English) 公司名稱 (英文)	<input type="text"/>		
Company Name (in Chinese) 公司名稱 (中文)	<input type="text"/>		
Corporate Account Number 企業卡帳戶號碼	<input type="text"/>		
Profit-Seeking Enterprise Registration No. 營利事業統一編號	<input type="text"/>		
Company Address 公司地址	<input type="text"/>	Post Code 郵遞區號	<input type="text"/>
Company Tel No. 公司電話	<input type="text"/>	Ext. 分機	<input type="text"/>

**Applicant Information 申請人資料**

<input type="checkbox"/> Mr. 先生	<input type="checkbox"/> Ms. 女士	Employee ID 員工編號	<input type="text"/>	Cost Center 部門支出編號	<input type="text"/>
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Please show in English how you want your name to appear on the Card (Please use the name appears on passport) Maximum 20 characters.  
申請人擬在企業卡上使用之英文名字(需與護照相同)，全名請勿超過20個英文字母。

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Name in Chinese 中文姓名	<input type="text"/>	Date of Birth 出生日期	<input type="text"/>	D 日	<input type="text"/>	M 月	<input type="text"/>	Y 年 (西元)	<input type="text"/>
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Nationality 國籍	<input type="text"/>
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I.D./ Alien Resident Certificate No. 本國籍人士身分證/外國籍人士外僑居留證號碼 (必填)	<input type="text"/>
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身分證發照日: 民國  年  月  日  初發  補發  換發

ARC Date of Issue外僑居留證核發日期:  D日  M月  Y年(西元)

(Please enclose photocopy of both sides of new I.D.; foreign applicants to enclose photocopy of both sides of ARC valid for at least 6 months AND valid passport.

本國籍人士請附寄新式身分證正反面影本，外國籍人士請附6個月以上有效期外僑居留證及有效護照之正反面影本)

Position 職銜  Division 部門  Years there 任職年期

Gross Annual Salary (Mandatory, NT\$) 年收入總額(必填)

NT\$400K-800K 40萬-80萬元  NT\$800K-1.2M 80萬-120萬元  NT\$1.2M-1.6M 120萬元-160萬元  NT\$1.6M-2M 160萬-200萬  Over NT\$2M 200萬元以上

Home Tel No. 住宅電話  Mobile Tel No. 行動電話

Home Address 住宅地址  Post Code 郵遞區號

Preferred Mailing Address 月結單地址選擇:

(Please note that if the Company has chosen the central billing function, you are only allowed to check Company Address below. 倘公司選擇集中繳款之功能，您只能勾選公司地址。)

Home Address 住宅地址  Company Address 公司地址

Email Address 電子郵件信箱

The Applicant expressly  agrees  (The Applicant's Signatory)  disagrees that American Express Taiwan may transfer his/her personal data (including his/her name, birth date, ID number, telephone number, address, card number, validity period of the card and other financial, credit, investment and insurance information of the Applicant) to its local or foreign affiliates (including its parent company, subsidiaries, or other affiliated companies) and third party business partners (including but not limited to Co-brand Partners), for their use for marketing purposes. The affiliates and third party business partners of American Express Taiwan shall keep the Applicant's personal data confidential. The Applicant may notify American Express Taiwan of his or her non-consent by writing or calling the American Express Hot Line at any time.

申請人明示  同意  (申請人簽名欄)  不同意美國運通得於行銷目的範圍內傳遞本人之個人資料(包括姓名、出生年月日、身分證統一編號、電話、地址、企業卡卡號、有效期間、消費、財務、信用及保險資料)予其本地或國外之關係企業(包括其母公司、子公司或其他關係企業)及有合作關係之第三人(包括但不限聯營夥伴)。關係企業及有合作關係之第三人應對本人資料保密。申請人得隨時以書面通知或撥打美國運通會員服務專線取消其同意。

The Applicant  agrees  disagrees that American Express Taiwan is authorized to lawfully collect, process, use and transmit internationally his/her personal data, and also transfer such data to worldwide affiliates of American Express Taiwan, and/or any third party commissioned by American Express Taiwan for the purpose of conducting the market survey.

申請人  同意  不同意美國運通於市場調查目的之範圍內得依法令規定蒐集、處理、利用及國際傳遞個人資料予美國運通全球之關係企業及/或美國運通委託之第三方市場調查研究單位。

### Credit Reference 信用資料

American Express Cardmember Experience 持有美國運通卡紀錄

None 從未持有 |  Present 現在持有 |  Former 曾經持有 | Card Account No. 卡號

By ticking this box, I request that my application be given priority handling. I understand that upon approval of the Corporate Card, a fee of NT\$700 will be billed to my Corporate Card Account to cover the additional special handling costs. 在此方格畫上✓號，是表示本人要求優先處理是次申請。本人亦明白，若是次企業卡申請獲得批准後，一筆為新台幣700元之手續費將掛帳到本人之企業卡戶口。

For Office Use Only

SEX		BA		FEE		MTR		REV		EXP	
TYP		CC		DPT		DLV		BKI			

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**The Applicant's Representations and Matters Agreed to by the Applicant**  
**申請人之聲明及同意事項**

1. I, as an applicant of American Express Corporate Card ("Corporate Card"), hereby agree to use the Corporate Card for bona-fide business expenses in accordance with my Company's business expense policy, and to comply with all the contracts and terms related to the Corporate Card. I hereby certify the accuracy of all above information provided by me. I agree that American Express International (Taiwan), Inc. ("American Express Taiwan") may verify the information provided by me and contact the persons, institutions or credit providers provided by me for verification, confirmation and more information. I hereby acknowledge and agree that the Company, parent company, and subsidiaries and affiliates of the Company is entitled to access all the records related to my Corporate Card account. I authorize the Company's Corporate Card Program Administrator, or such other officer of the Company as may have authority to act on its behalf ("Authorized Person"), to act as his/her service agent for receiving the notice relating to this Agreement. If Cardmember does not object within the time period specified under Article 20 of Corporate Card Cardmember Agreement after the Authorized Person's receipt of the notice from Amex under Article 20 of Corporate Card Cardmember Agreement, a consent to the content of the notice will occur.
2. The Applicant understands and agrees that he/she will be solely liable for all charges he/she made on the Corporate Card.
3. Relevant Fees and Liquidated Damages:

<b>Items</b>	<b>Amount</b>
<b>Annual Fees</b>	<b>In the range from NT\$450 to NT\$1,800.</b>
<b>Liquidated Damages</b>	<b>NT\$300 (charged for a maximum of three consecutive periods)</b>
<b>Foreign Transaction Fees</b>	<b>American Express International Card Organization will charge a foreign transaction fee of 2% of the converted amount</b>
<b>Express Cash Service Fees</b>	<b>1% of the cash withdrawal amount or NT\$50, whichever is higher</b>
<b>Fees for the Re-Issued Statement of Account</b>	<b>NT\$100 for each re-issued statement of account</b>

4. American Express Taiwan can sell the Cardmember's non-performing loans to an asset management company in accordance with the relevant laws and regulations.
5. Once American Express Taiwan issues the Corporate Card, all records relating to the card will be recorded by the Joint Credit Information Center ("JCIC").
6. If the Cardmember does not pay the charges before the due date, American Express Taiwan may outsource the debt collection or apply for compulsory enforcement and submit such records to JCIC. Such records may affect the Applicant's application for other loans, charge card and credit card.
7. The Applicant authorizes American Express Taiwan to be his/her lawful representative in the Republic of China to act for and on behalf of the Cardmember in all matters relating to foreign exchange settlement for all foreign currency Corporate Card charges incurred overseas up to the annual amount, USD 5 millions, or other regulatory limits. However, if the total amount of foreign currency charges incurred and payable by the Cardmember exceeds the regulatory limit in foreign currency, the Cardmember represents and warrants that he/she will pay the amount exceeding the regulatory limit in foreign currency.
8. The Applicant can notify American Express Taiwan to terminate the Corporate Card Cardmember Agreement within seven (7) days after the receipt of the Corporate Card without providing any reasons or bearing any expenses. The preceding provision does not apply if the Cardmember has already started to use the newly issued card.
9. If Cardmember uses the Corporate Card to pay recurring billing(s) to any third party (including but not limited to the insurance premium and telecommunication expenses), where a renewal or a replacement card is issued to Cardmember for damaged card purpose, or any non-risk related purpose, Amex will continue to process recurring payment to a third party until the Cardmember notifies the third party of the updated card information, such as card number and expiry date. However, Amex will not process recurring payment to third party if a replacement card is issued to Cardmember for fraud charges, lost and stolen purpose.

**10. Express Cash Service :** If you would like to apply for the Express Cash Service, please contact American Express Corporate Card Cardmember's Services at 8862-2547-3663 to obtain the Express Cash Application Form. However, please note that American Express Taiwan only provides Express Cash Services outside the territory of Republic of China.

**11. American Express Taiwan,** worldwide affiliates of American Express, corresponding financial institutions, the National Credit Card Centre of the R.O.C. ("NCCC"), the Financial Information Service Co., Ltd. ("FISC"), the American Express International Card Organization, Joint Credit Information Centre ("JCIC"), the Taiwan Clearing House ("TCH"), and the Company, parent company, and subsidiaries and affiliates of the Company are authorized to lawfully collect, process, use and internationally transfer the Applicant & Cardmember's personal data, including but not limited to the data which American Express Taiwan obtained from the JCIC.

I hereby confirm that I have been given reasonable time to review this application form. I fully understand the relevant fees of the Corporate Card, the above representations, and agree to sign this application form to accept the Terms and Conditions of the Corporate Card.

一、本人係美國運通企業卡(「企業卡方案聯絡人」)申請人，茲同意遵守公司之公務花費政策為公務目的使用企業卡並遵守其相關契約或規章規定。本人茲證明，上述資料均屬正確無誤。本人並同意 貴公司得查證本人所提供之各項資料，並得就本人所告知之人、機構或提供信用之人查證、確認及查詢更多之本人資料。本人茲認諾並同意，公司、母公司、子公司及關係企業有權取得本人企業卡帳戶下所生之一切記錄。本人授權公司企業卡方案聯絡人或其他公司授權得代表其為決定之人代表本人為本人企業卡帳戶之所有事項。企業卡會員授權公司企業卡方案聯絡人或其他公司授權得代表其為決定之人(下稱「授權代表」)作為企業卡會員之送達代收人，代企業卡會員收受美國運通依美國運通企業卡會員總約定條款對企業卡會員所為之一切通知。於授權代表收受美國運通依照美國運通企業卡會員總約定條款第二十條所為之通知後，企業卡會員未於美國運通企業卡會員總約定條款第二十條所定之期間內表示異議者，得視為企業卡會員同意該變更。

二、申請人了解並同意，本人應就本人使用美國運通企業卡所生之帳款單獨負責。

三、申請人使用企業卡時可能產生的各項費用及違約金一覽表如下：

項目	計費方式
年費	新台幣450元至新台幣1,800元
違約金	新台幣300元(最高連續收取三期)
國外交易服務費	每筆依折算金額加計2%手續費，由美國運通信用卡國際組織計收
運通提現手續費	每次提領金額1%或新台幣50元(以較高者為準)
補發交易明細手續費	每份新台幣100元

四、美國運通就申請人逾期未清償之債務，依規定得出售予資產管理公司。

五、一經美國運通核發企業卡後，卡片相關紀錄均會登載於財團法人金融聯合徵信中心。

六、若申請人未按時依約繳款，美國運通得委外催收或依民事訴訟程序聲請強制執行，並依相關規定登錄於財團法人金融聯合徵信中心，可能影響申請人未來申辦其他貸款、簽帳卡及信用卡之權益。

七、申請人茲同意授權美國運通為本人在中華民國境內之結匯代理人，代表本人依據相關法例及雙方契約，處理一切關於本人之美國運通企業卡帳戶名下之所有企業卡在國外以外幣簽帳而以新台幣結帳之帳款，在每年匯出款最高額度伍佰萬美元，或其他法定限額內之結匯手續。倘若本人帳戶之外幣帳項超過法定限額，本人保證在美國運通要求時，立即以外幣支付超額款項。

八、申請人收到美國運通所核發的企業卡，可以在七日內通知美國運通解除契約，無須說明理由及負擔任何費用，但已使用卡片者不在此限。

九、如企業卡會員使用企業卡向第三人定期支付款項(包括但不限保險費及電信費用)時，因企業卡有效期間屆滿、毀損或其他與風險無關之因素換發新卡，在企業卡會員通知該第三人更新卡號、有效期間等訊息前，美國運通將繼續代企業卡會員向第三人定期支付款項，惟企業卡會員因盜刷、遺失、或被竊換發新卡，美國運通將停止代企業卡會員向第三人定期支付款項。

十、運通提現：請致電美國運通企業卡會員服務專線 8862-2547-3663 索取「運通提現服務申請表」，惟美國運通僅於中華民國境外提供企業卡會員運通提現服務。

十一、美國運通、美國運通全球之關係企業、往來之金融機構、財團法人聯合信用卡處理中心、

財金資訊股份有限公司、美國運通信用卡國際組織、財團法人金融聯合徵信中心、臺灣票據交換所、公司、母公司、子公司及關係企業得依法令規定蒐集、處理、利用及國際傳輸申請人及持卡人之個人資料(包括但不限於美國運通自金融聯合徵信中心查得之資料)。

本人確認業經合理期間詳細審閱並完全了解企業卡之所有費用及上述聲明內容，並同意接受本申請書所載企業卡注意事項之內容，同意簽名如下，以示遵守。

<b>Signature of Applicant</b> 申請人簽署	<b>Date</b> 日期	<b>D</b> 日	<b>M</b> 月	<b>Y</b> 年 (西元)
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#### Declaration by Company Signatory

On behalf of the Company, I certify that the information given in this application form is, to the best of the Company's knowledge, true and accurate.

#### 公司授權代表之聲明

本人茲代表本公司簽署本申請表，本人茲證明，就本公司所知，本申請表所載之資料均屬正確無誤。

<b>Signature of Authorized Officer</b> 發給(企業卡) 之公司負責人簽名	<b>Date</b> 日期	<b>D</b> 日	<b>M</b> 月	<b>Y</b> 年 (西元)
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<b>Company Legal Seal</b> 公司印鑑(或原授權印鑑)
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<b>Authorized Corporate Officer Seal</b> 負責人印鑑
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[www.americanexpress.com.tw/cs](http://www.americanexpress.com.tw/cs)

American Express International (Taiwan), Inc.

® Registered Trademark of American Express Company

台灣美國運通國際股份有限公司

®美國運通公司註冊商標



## Terms and Conditions 注意事項

You should carefully review the Terms and Conditions below before you submit your Corporate Card application to American Express Taiwan. The Terms and Conditions below will constitute part of the American Express Corporate Card Cardmember Agreement after American Express Taiwan approves your application and issues the Corporate Card to you:

### 1. Relevant Fees

- (1) Annual Fees or Service Fees: Unless the annual fee is otherwise waived or reduced by American Express Taiwan or the annual fee is paid by the Company on behalf of the Cardmember, the Cardmember shall pay the annual fee within the period stipulated by American Express Taiwan after receipt of Corporate Card (please refer to the application form for details on the annual fee). If, according to the application form, a service fee is required, the Cardmember shall pay the service fee by the Due Date indicated on the first statement of account.
- (2) Liquidated Damages: If a Cardmember fails to pay the Charges due in a monthly statement of account by the Closing Date of the next statement of account and the outstanding balance is over NT\$1,000, Amex shall charge liquidated damages of NT\$300 within seven (7) days of the Closing Date of the next statement of account. Liquidated damages will continue to be charged on each subsequent Closing Date until all outstanding balance has been repaid, for a maximum of three consecutive periods.

An example of the calculation of liquidated damages is provided as follows:

Mr. Chang Chi-Hao is a Cardmember. The Closing Date for Mr. Chang's account is on the 29th of each month and the Closing Date for the next statement of account is on the 29th of the following month.

September 29 Mr. Chang's total Corporate Card Charges are NT\$19,486.  
October 6 Mr. Chang paid American Express Taiwan NT\$10,000.  
October 29 Mr. Chang's unpaid Charges are NT\$9,486. (19,486 – 10,000 = 9,486)  
Thus, Mr. Chang needs to pay liquidated damages in the amount of NT\$300.  
If Mr. Chang had not incurred liquidated damages in the previous month's statement of account, liquidated damages for this month will be charged on November 5, seven (7) days after the Closing Date.  
If Mr. Chang continues to have an outstanding balance by the Closing Date of the following month, i.e. by November 29, liquidated damages will be charged immediately, on November 29.

- (3) Foreign Transaction Fees  
When the Corporate Card is used in a place where US dollars is not the legal tender or the currency of transaction (including cash withdrawals and refunds) is other than NTD, the Cardmember agrees to pay the equivalent amount in NTD at the rate determined by the American Express International Card Organization plus that Organization's foreign transaction fee, which is currently 2% of the converted amount but may be changed from time to time. The date of conversion into NTD is the date on which American Express International Card Organization processes the transaction charge, which may differ from the date of the transaction.
- (4) Express Cash Service Fees  
Each time the Cardmember uses the Corporate Card to make cash withdrawal, the Cardmember shall pay a service fee amounting to 1% of the cash withdrawn or NT\$50, whichever is higher.
- (5) Fees for the Re-issued Statement of Account  
If the Cardmember wishes to request for statement of account prior to the three most recent billing cycles, America Express Taiwan may charge NT\$100 for each reissued statement of account.

### 2. Use of the Card

- (1) Upon receipt of the Corporate Card, the Cardmember shall promptly sign on the back of the Corporate Card and safely store the Corporate Card so as to reduce the risk of unauthorized use by a third party.
- (2) The Corporate Card is the property of American Express Taiwan. Cardmember shall store and use the Corporate Card properly and with care. The Corporate Card is for the Cardmember's sole use. The Cardmember shall not allow or authorize any third party to use the Corporate Card or use any information contained on the Corporate Card for any purposes; otherwise, Cardmember shall bear the losses incurred therefrom and the Merchant may also refuse to return the Corporate Card to the Cardmember.
- (3) When the Cardmember uses the Corporate Card, the Cardmember should present the card to the Merchant, and after the Merchant has swiped the card, the Cardmember shall verify the charge, sign on the charge slip, and keep the charge slip receipt for verification purposes. With respect to the mail-order, phone-in, fax-in, internet, mobile device, vending machine, cash withdrawal at ATM, or other transactions on the Corporate Card incurred without the Cardmember's signature, American Express Taiwan may identify the Cardmember and verify the transaction through the Cardmember's ID number, telephone confirmation, signature on the relevant receipt or evidence of the mail delivery in lieu of a signed charge slip.
- (4) When a Merchant agrees to let the Cardmember return purchased goods, cancel a transaction, terminate service, exchange goods or modify the prices of goods purchased for a charged transaction, the Cardmember shall request for a refund slip from the Merchant, sign on the refund slip after verifying the information thereon, and keep the refund slip for verification purposes.
- (5) At specified food courts, movie theaters, hypermarkets and gasoline stations, no signature will be required from Cardmembers when a transaction falls below NT\$3,000 amount. (The effective date and merchant list of No Signature Program will be communicated via statement of account.)

### 3. Theft, Loss or Other Situations of Card/Unauthorized Use of the Card

- (1) In the event of loss, theft, robbery, fraud, or if any third party other than the Cardmember takes possession of the Corporate Card (collectively referred to as "lost or stolen"), the Cardmember shall immediately notify American Express Taiwan or an American Express Travel Services or an agency designated by American Express Taiwan of such loss by telephone or any other means without incurring any loss report fees. If American Express Taiwan deems it necessary, within ten (10) days after acceptance of such card loss report, American Express Taiwan may ask the Cardmember to file a report with the local police, or provide a written report to American Express Taiwan within three (3) days after receipt of notice from American Express Taiwan. The Cardmember shall also furnish all information as may be requested by American Express Taiwan to assist in its investigation, file a report with the police and/or sign an affidavit that the Cardmember has not attempted to defraud.
- (2) American Express Taiwan shall bear the losses incurred from unauthorized use of Cardmember's Corporate Card commencing from the time that the Cardmember completes the card loss report procedures. However, the Cardmember shall still be liable for losses incurred from unauthorized use of the Cardmember's Corporate Card in any of the following circumstances:
  - (i) The Cardmember allows an unauthorized third party to use the Corporate Card or intentionally gives the Corporate Card to such third party.
  - (ii) The Cardmember intentionally or with gross negligence discloses to a third party the

Cardmember's method of identity verification for cash advances or other transactions via ATM.

(iii) The Cardmember colludes with any third party or Merchant to create false evidence of transactions or to commit fraud.

(3) The Cardmember's liability for the losses incurred from unauthorized use of Corporate Card shall not exceed NT\$1,000 for any one incident. The forgoing liability cap shall not apply to (1) losses incurred after the Cardmember completes the card loss report, if the Cardmember has acted in the manner described in Sub-paragraphs (2)(i), (2)(ii) and (2)(iii) above; (2) losses incurred before the Cardmember completes the card loss report, if the Cardmember has acted in the manner described in Sub-paragraphs (2)(i), (2)(ii) and (2)(iii) above and (4)(i), (4)(ii) and (4)(iii) below, and American Express Taiwan can prove that it has exercised reasonable care. However, the Cardmember shall not be liable for losses incurred in any of the following circumstances:

(i) Unauthorized use incurred in the 24 hours prior to the Cardmember's completion of the card loss report procedures; or

(ii) If the signature on the charge slip is obviously different from the Cardmember's signature on sight, or the signature on the charge slip can be distinguished from the Cardmember's signature by exercising the reasonable care.

(4) American Express Taiwan will be liable for losses incurred from unauthorized use of the Cardmember's Corporate Card from the time the Corporate Card is stolen or lost until Cardmember completes the card loss report procedures, unless the Cardmember has acted in the manner specified in Paragraph (2) above, or under any of the following circumstances:

(i) The Cardmember fails to immediately notify American Express Taiwan of the loss or theft of the Corporate Card, or continues to fail to notify American Express Taiwan for twenty (20) days after the Due Date.

(ii) The Cardmember fails to sign the Corporate Card as required by Article 2(1) hereof resulting in use by an unauthorized third party.

(iii) After reporting the loss, the Cardmember fails to submit relevant documents required by American Express Taiwan, refuses to assist in its investigation, or does not act in good faith.

(5) For cash withdrawal service at ATMs, the Cardmember shall be liable for all loss incurred prior to the filing of the lost or stolen card report.

(6) In the event that the Corporate Card is lost or stolen, smudged, demagnetized, scratched, or no longer usable due to other reasons, and the Cardmember has applied to American Express Taiwan for a new card, American Express Taiwan may issue a new Corporate Card to the Cardmember.

#### **4. Unauthorized Special Transactions**

(1) In the event of unauthorized uses of the Corporate Card in the special transactions described in Article 2(2), Cardmember shall immediately notify Amex or an American Express Travel Services or an agency designated by Amex of such loss by telephone or any other means, without incurring any loss report fees. If Amex deems it necessary, within ten (10) days after acceptance of such card loss report, Amex may ask the Cardmember to file a report with the local police, or provide a written report to Amex within three (3) days after receipt of Amex's notice. The Cardmember shall also furnish all information as may be requested by Amex's to assist Amex in its investigation, file a report with the police and/or sign an affidavit that the Cardmember has not attempted to defraud.



(2) Amex will be liable for losses incurred from unauthorized use of Cardmember's Corporate Card from the time the Corporate Card is stolen or lost until the time the Cardmember completes the card loss report procedure referred to above, unless the Cardmember has acted in the manner specified in Paragraph 2 above, or under any of the following circumstances:

- (1) The Cardmember fails to immediately notify Amex of the loss or theft of the Corporate Card, or continues to fail to notify Amex twenty (20) days after the Due Date.
- (2) The Cardmember delays or refuses to complete the process for replacement card.
- (3) After reporting the loss, the Cardmember fails to submit relevant documents required by Amex, refuses to assist Amex in its investigation, or does not act in good faith.

### **5. Procedures for Handling Disputed Charges**

(1) If there is a dispute between the Cardmember and Merchants over the quality, quantity, or dollar amount of the product, ticket or service purchased, or when there is a dispute between Cardmember and an approved cash withdrawal service provider over the dollar amount received, the Cardmember must settle the dispute with the Merchant or cash withdrawal service provider. The Cardmember may not refuse to pay American Express Taiwan for Charges due on the basis of dispute with the Merchant or cash withdrawal service provider. In the event that any of the following extraordinary circumstances set out by the American Express International Card Organization in its operational rules occurs, such as, in the event that the pre-ordered product was not delivered by the Merchant or the quantity did not match, the ordered service was not provided, or no money was received in a cash withdrawal transaction via ATM or the amount of cash obtained was incorrect, the Cardmember shall, at least fifteen (15) working days before the end of the following periods, prepare all valid supporting documents and submit them to American Express Taiwan to request payment deduction such that American Express Taiwan can request American Express International Card Organization to deduct payment in a timely manner : within one-hundred and twenty (120) calendar days of the network processing date; or within one-hundred and twenty (120) calendar days of the earlier of the following dates (inclusive): (1) the date the Cardmember anticipates receiving the goods/services, or (2) the date the Cardmember becomes aware that the Merchant cannot provide the goods/services, but in no event be later than five-hundred and forty (540) calendar days from the network processing date. The Cardmember may only apply to American Express Taiwan to handle a disputed Charge once for each transaction. The American Express International Card Organization has final authority in the formulation, modification, or interpretation of disputed Charges handling procedure, and the arbitration of disputes between member institutions. As such, when the Cardmember claims a disputed charge, it does not necessarily mean that the Cardmember will receive a refund or can stop making payment on the unpaid portion of an installment payment plan.

(2) As Cardmembers may not resolve disputes regarding purchases of goods or services after the expiry of the coverage period as stated above, a Cardmember who purchases goods or services whose delivery time is after the coverage period as stated above shall carefully evaluate the risks of such purchases in the event that the merchant cannot timely deliver the goods or services.

(3) If the Cardmember disputes the statement of account, within ninety (90) days from the Closing Date, the Cardmember may notify American Express Taiwan by providing reasons and supporting documents as requested by American Express Taiwan (such as charge slips or refund receipts etc.), or request American Express Taiwan to retrieve the charge slip or refund slip free of charge. If the Cardmember decides to withhold the payment, the Cardmember may, without paying additional fees, request American Express Taiwan to deduct payment from the Acquirer or cash withdrawal service provider in accordance with

the operational procedures of American Express Taiwan, or apply for arbitration. Notwithstanding the foregoing, the Cardmember must apply for a review of the charge slip and payment deduction within ninety (90) days from the Closing Date, and may not apply for adjustment of the statement of account or payment deduction for any reason after the 90-day period.

- (4)If the Cardmember does not notify American Express Taiwan in accordance with the procedure set out in the previous paragraph, such statement of account shall be presumed to be accurate.

### **6. Authorization Denied and Abnormal Transaction**

The Corporate Card is a charge card without a pre-set credit limit. However, the Corporate Card may be subject to an Account Limit. American Express Taiwan reserves the right to approve or deny any Corporate Card transaction for any reason, including but limited to American Express Taiwan's analysis of the Cardmember's repayment record, transaction record, or other credit information.

### **7. Outsourced Matters**

American Express Taiwan may outsource the operations relating to the collection of the credit card payments, processing or operations which is ancillary to the Corporate Card to American Express Group or appropriate third parties in accordance with the relevant laws when necessary.

### **8. Please refer to the Cardmember brochure or American Express Taiwan's website for full details and terms and conditions governing Cardmember benefits and services.**

### **9. Notice Clause for American Express Taiwan to Collect, Process, Use and Internationally Transfer the Personal Data of Applicant/Cardmember:**

- (1)Purposes of the Collection of Personal Data: American Express Taiwan will legally collect, process, use and internationally transfer the personal data of Applicant/Cardmember to provide relevant products and services for the following purposes:

Engaging in the charge card business, marketing, managing and serving customers, providing the consumer protection, conducting the credit check, maintaining the contract/quasi-contract status or other legal relationship, maintaining the compliance of the regulatory requirement applicable to the financial service institution or related to the financial supervisory, handling financial disputes, or for the financial supervisory, management and examination, foreign exchange reporting activities, and engaging in other registered business or activities specified in the by-laws of the company, including but not limited to conduct the credit review, the internal control, and the internal credit assessment, control, audit, management and other similar purposes, or for the business development, to engage in transactions with Cardmember, to provide product information to Cardmember, or to examine, calculate, verify, provide, record and determine the eligibility of benefits, offers, gifts, or to collect the card payment, to conduct the processing business or other relevant associated business (including but not limited to the customer data input, statement printing, enveloping and mailing), and to obtain and exchange credit information, offer products or services.

- (2)Type of the Personal Data to be Collected: All personal data you provided on the application form or other documents (including but not limited to the Chinese/English name, birth date, ID document and its identification number, address, telephone number, occupation information, and financial information of Applicant/Cardmember), along with the relevant credit information obtained from the credit check and all information related to the charge, financial and credit information of Applicant/Cardmember.

- (3)Duration, Location, User and Method of the Use of the Personal Data

## Terms and Conditions 注意事項

- (i) Duration: Unless otherwise that it is required by law or for the business operation, or with Applicant's/Cardmember's written consent, the duration of the use of personal data starts from American Express Taiwan collects the personal data of Applicant/Cardmember until specific purposes of American Express Taiwan collecting the personal data do not exist anymore.
  - (ii) Location: Area where American Express Taiwan and other users of Applicant/Cardmember's personal data are located.
  - (iii) Users of Applicant/Cardmember's Personal Data: American Express Taiwan, the worldwide affiliates of American Express Taiwan, correspondent financial institutions, NCCC, FISC, American Express International Card Organization, JCIC, TCH, the counterparty of the Applicant/Cardmember's transaction, the Company, parent company, and subsidiaries and affiliates of the Company, any third party service provider engaged by American Express Taiwan and the worldwide affiliates of American Express Taiwan, and Cathay Pacific Airways Ltd. and Asia Miles Ltd., the co-brand partners of American Express Cathay Pacific (Elite) Corporate Card, may legally collect, process, use and internationally transfer the personal data of Applicant/Cardmember.
  - (iv) Method of the Use: By the automated machine or other non-automated means.
- (4) The Applicant/Cardmember may exercise the following rights in accordance with the Personal Data Protection Act:
- (i) To inquire or request to review the collected personal data or request for the duplicates of the collected personal data. However, American Express Taiwan has the legal right to charge necessary fees for its cost at its own discretion.
  - (ii) To request American Express Taiwan to supplement or correct of the collected personal data, provided that the appropriate explanation is provided by the Applicant/Cardmember.
  - (iii) To request American Express Taiwan to stop collecting, processing or using the collected personal data or to delete the collected personal data. However, American Express Taiwan may decline such request when the collected personal data is needed in accordance with relevant laws or for the business operation.
- Please notify American Express Taiwan in writing or contact American Express Corporate Card Services at (02)2547-3663 to exercise the above mentioned rights.
- (5) You may choose to provide the personal data at your own discretion, however, if you do not provide the person data requested by this application form, American Express Taiwan will not be able to process your corporate card application.
10. Please refer to the latest American Express Corporate Card Cardmember Agreement for full details of Terms and Conditions of the Corporate Card. To inquire whether any of the terms have been updated since the printing, please contact American Express Corporate Card Members' Services at (02)2547-3663. For any other complaints, please contact American Express Complaint Hotline at (02)2546-5125.

## Terms and Conditions 注意事項

在您決定申請美國運通企業卡之前，請詳讀下列事項。當美國運通核發企業卡予您後，下列事項均構成美國運通企業卡會員總約定條款之一部分：

### 一、應付及可能負擔之費用：

(一) 年費或服務費：企業卡會員於美國運通核發企業卡後，除經美國運通同意免收或減收年費或年費已由公司為企業卡會員支付外，應於美國運通指定期限內繳交年費(費用詳見企業卡申請表)。如企業卡會員向美國運通申請企業卡之申請書上載有服務費時，企業卡會員應於第一期帳單記載之繳款截止日前，繳交服務費予美國運通。

(二) 違約金：企業卡會員如於次一月份帳單所載之結帳日前未清償本期帳單中之應付帳款且帳單金額超過新台幣1,000元，美國運通將於次一月份帳單結帳日後七日內收取新台幣300元之違約金。美國運通將會於後續每一結帳日收取違約金直至所有之未清償帳款清償完畢止，違約金之最高連續收取期數為三期。

違約金之計算方式範例如下：假設張志浩先生為企業卡會員，結帳日為每月29日而次一月份帳單所載之結帳日則為次月29日：

9月29日 張先生的企業卡消費款項為新台幣19,486元。

10月6日 張先生向美國運通繳付新台幣10,000元。

10月29日 張先生未清償之企業卡消費款項為新台幣9,486元 ( $19,486 - 10,000 = 9,486$ ) 因此張先生應支付違約金新台幣300元。

如張先生之前期帳單未包含違約金，本期違約金將於結帳日後第7日，即11月5日計收。

如張先生於下個月結帳日前，即11月29日，仍有未清償之帳款，則違約金將即刻於結帳日11月29日計收。

(三) 國外交易服務費：當企業卡會員於美元非法定貨幣之區域使用企業卡或以新台幣以外之貨幣為交易(包括運通提現及辦理退款)時，該交易帳款將依美國運通信用卡國際組織指定匯率兌換為新台幣，並加計該國際組織收取之國外交易服務費(國外交易服務費現為兌換金額之2%，但隨時可能會變更)。兌換日係美國運通信用卡國際組織處理該筆帳款之日，可能與企業卡會員為交易之日期不同。

(四) 運通提現手續費：企業卡會員每次使用運通提現服務，需支付相等於該次提領金額1%或新台幣50元(以較高者為準)之手續費。

(五) 補發帳單手續費：倘企業卡會員要求美國運通另提供超過三個帳款期間以前之帳單，美國運通得按每份(每帳款期間)收取新台幣100元。

### 二、企業卡之使用方式

- (一) 企業卡會員收到企業卡後，應立即在企業卡上簽名，並妥善保管，以降低遭第三人冒用之可能性。
- (二) 企業卡會員之企業卡屬於美國運通之財產，企業卡會員應妥善保管及使用企業卡。企業卡會員應親自使用企業卡，不得基於任何目的將企業卡或企業卡上之資料交付或授權他人使用，否則企業卡會員仍應自負責任，特約商店也可拒絕返還企業卡。
- (三) 企業卡會員使用企業卡交易時，於出示企業卡刷卡後，經查對無誤，應於簽帳單上簽名確認，且簽名應與企業卡上之簽名式樣一致。企業卡會員並應自行妥善保管簽帳單收執聯，以供查證之用。但如企業卡會員以郵購、電話訂購、傳真、網際網路、行動裝置、自動販賣設等其他類似方式訂購商品、取得服務而使用企業卡付款，或使用企業卡於自動化設備上辦理運通提現等情形，美國運通得以電話確認企業卡會員身分證號碼、電話、收貨單上之簽名或郵寄憑證替代於簽帳單上簽名。
- (四) 企業卡會員於特約商店同意企業卡會員就原使用企業卡交易辦理退貨、取消交易、終止服務、變更貨品或其價格時，應向特約商店索取退款單，經查對無誤後，應於退款單上簽名確認，並自行妥善保管退款單收執聯，以供查證之用。
- (五) 持卡人於國內原須以簽名方式結帳之交易，倘消費金額於新臺幣3,000元以下者，部份之美食街、電影院、大賣場或加油站等特約商店得以免簽名方式結帳。(實際適用免簽名方式結帳之特約商與日期，依帳單訊息之溝通為準。)

### 三、企業卡被竊、遺失等情形之處理方式及企業卡會員對他人無權使用企業卡所發生之權利義務關係

- (一) 企業卡會員之企業卡如有遺失、被竊、被搶、詐取或其他遭企業卡會員以外之他人占有之情形(以下簡稱遺失等情形)，應儘速以電話或其他方式通知美國運通或其他經美國運通指定之美國運通旅遊服務處或機構，辦理掛失停用手續，而無須繳交掛失手續費。但如美國運通認為有必要時，美國運通將於受理掛失手續起十日內通知企業卡會員，要求企業卡會員於受通知日起三日內向當地警察機關報案或以書面補行通知美國運通。企業卡會員亦應依美國運通要求提供所有資訊以協助美國運通進行調查、向警察單位報案及/或作成宣誓書證明企業卡會員並未意圖詐欺。
- (二) 企業卡會員自辦理掛失停用手續時起被冒用所發生之損失，概由台灣美國運通負擔。但有下列情形之一者，企業卡會員仍應負擔辦理掛失停用手續後被冒用之損失：
  1. 他人之冒用為企業卡會員容許或故意將企業卡交其使用者。
  2. 企業卡會員因故意或重大過失將使用自動化設備辦理運通提現或進行其他交易之交易密碼或其他辨識企業卡會員同一性之方式使第三人知悉者。
  3. 企業卡會員與第三人或特約商店偽造虛構不實交易行為或共謀詐欺者。
- (三) 企業卡會員就企業卡每次被冒用所產生損失之自負額以新台幣1000元為限。企業卡會員自完成掛失停用手續時起被冒用所發生之損失，企業卡會員如有本款第二項但書之情形，前開自負額之規定不適用。企業卡會員完成掛失停用手續時前被冒用所發生之損失，企業卡會員如有本款第二項但書及第四項但書之情形，且美國運通能證明已盡善良管理人之注意義務者，前開自負額之規定不適用。惟有下列情形之一者，企業卡會員免負擔自負額：

1. 企業卡會員於辦理企業卡掛失手續時起前二十四小時內被冒用者。
  2. 冒用者在簽單上之簽名，以肉眼即可辨識與持卡人之簽名顯不相同或以善良管理人之注意而可辨識與企業卡會員之簽名不相同者。
- (四) 企業卡會員如無本條第二項但書及下列情形之一者，企業卡會員自發生企業卡遺失或被竊等情形時起至企業卡會員完成掛失停用手續止被冒用所發生之損失概由美國運通負擔：
1. 企業卡會員得知企業卡遺失或被竊等情形而怠於立即通知美國運通，或企業卡會員發生企業卡遺失或被竊等情形後，自當期繳款截止日起已逾20日仍未通知美國運通者。
  2. 企業卡會員違反本注意事項第二款第（一）項規定，未於企業卡簽名而遭他人冒用者。
  3. 企業卡會員於辦理企業卡掛失手續後，未提出美國運通所請求之文件、拒絕協助調查或其他違反誠信原則之行為者。
- (五) 在自動化設備辦理運通提現部分，企業卡會員辦理掛失手續前之冒用損失，由企業卡會員負擔。
- (六) 企業卡會員發生企業卡遺失、被竊等情形或污損、消磁、刮傷或其他原因致企業卡不堪使用時，美國運通得依企業卡會員之申請補發新卡。

#### 四、企業卡遭冒用之特殊交易之處理方式

- (一) 企業卡會員之簽帳卡如有遭他人冒用為第二條第三項特殊交易之情形，企業卡會員應儘速以電話或其他方式通知美國運通或其他經美國運通指定機構辦理停卡及換卡手續。但如美國運通認有必要時，得於受理停卡及換卡手續日起十日內通知企業卡會員，要求於受通知日起三日內向當地警察機關報案或以書面補行通知美國運通。
- (二) 企業卡會員辦理停卡及換卡手續前被冒用所發生之損失，概由美國運通負擔。但有前條第二項但書或下列情形之一者，企業卡會員應負擔辦理停卡及換卡手續前被冒用之全部損失：
1. 企業卡會員得知簽帳卡遭冒用等情形而怠於立即通知美國運通者，或企業卡會員發生信用卡遺失或被竊等情形後，自當期繳款截止日起已逾20日仍未通知美國運通者。
  2. 企業卡會員經美國運通通知辦理換卡，但怠於辦理或拒絕辦理換卡者。
  3. 企業卡會員於辦理信用卡停卡及換卡手續後，未提出美國運通所請求之文件、拒絕協助調查或有其他違反誠信原則之行為者。

#### 五、帳款疑義之處理程序

- (一) 企業卡會員如與特約商店就有關商品、票證或服務之品質、數量、金額，或與委託辦理運通提現機構就取得金錢之金額有所爭議時，應向特約商店或委託辦理運通提現機構尋求解決，且企業卡會員不得以該項請求或爭議為由，作為向美國運通拒繳應付帳款之抗辯。於符合美國運通信用卡國際組織作業規定之下列特殊情形：如預定商品未獲特約商店移轉商品或其數量不符、預訂服務未獲提供，或於自動化設備上辦理運通提現而未取得金錢或數量不符時，企業卡會員應於下列期限截止前15個工作日備齊所有相關文件向美國運通提出並主張扣款：交易清算日起屆滿120日曆日內，或自下列任一起算120日曆日內(以最先發生者為準)：(1)預定收受商品服務之日、(2)企業卡會員發覺預定商品服務無法提供之日且不超過該首次交易清算起算之540日曆日，使美國運通可以及時向美國運通

信用卡國際組織提出扣款請求。企業卡會員對於同一筆交易僅能向美國運通申請一次爭議帳款。美國運通信用卡國際組織對「處理爭議帳款程序」有制定或變更規則、解釋及仲裁會員機構爭議之最終權限，所以企業卡會員主張爭議帳款，不表示一定可以退款或對於分期付款未付部分無須再繳款。

- (二) 如果企業卡會員刷卡購買商品/服務的提供期間超過前述美國運通信用卡國際組織之規定，則於該期間過後，發生特約商店無法繼續提供商品/服務的情形時，因為企業卡會員已無法透過美國運通信用卡國際組織作業規定處理此類爭議，所以企業卡會員購買該類商品/服務前，宜審慎評估將來無法獲得商品/服務之風險。
- (三) 企業卡會員如對帳單所載之交易明細有疑義，得於當該期結帳日起屆滿九十日內檢具理由及美國運通要求之證明文件(如簽帳單或退款單收執聯等)通知美國運通協助處理，或請美國運通向收單機構調閱簽帳單或退款單。如企業卡會員主張暫停支付時，無需繳付帳款疑義處理費用，得請美國運通向收單機構或辦理運通提現機構進行扣款、仲裁等主張，並得就該筆交易對美國運通提出暫停付款之要求。但企業卡會員應於帳單所載當期結帳日起屆滿九十日以前申請調閱簽帳單、退款單及扣款，逾期即不得以任何理由申請調整帳單或扣款。
- (四) 企業卡會員未依前項約定通知美國運通者，推定帳單所載事項無錯誤。

### 六、消費之拒絕授權及異常消費

美國運通企業卡是沒有預先設定消費額度的簽帳卡，但可能會有帳戶額度限制。每次企業卡會員簽帳消費時，美國運通有權基於任何理由，包括但不限於美國運通就企業卡會員之還款紀錄、消費紀錄及其他信用資料綜合判斷是否核准持卡人的消費。

### 七、業務委託

美國運通之交易帳款收付業務、處理業務或其他與企業卡有關之附隨業務，於必要時，美國運通得依法委託美國運通集團或其他適當之第三人合作辦理。

### 八、相關優惠權益或服務之細節或使用條件，請參閱美國運通會員權益手冊或網站。

### 九、美國運通蒐集、處理、利用及國際傳輸申請人/持卡人個人資料告知條款：

- (一) 個人資料蒐集目的：美國運通係於辦理簽帳卡業務、行銷、消費者、客戶管理與服務、消費者保護、徵信、契約、類似契約或其他法律關係事務、金融服務業依法令規定及金融監理需要、金融爭議處理、金融監督管理與檢查、外匯申報及其他經營合於營業登記項目或組織章程所定之業務之目的範圍內依法令規定蒐集、處理、利用及國際傳輸申請人/持卡人個人資料，以提供申請人/持卡人相關商品及服務，包括但不限於進行信用審核、內部控管、為內部有關信用評估、控管、查核、管理及類似目的、或為業務開發、或與持卡人從事各種交易、提供美國運通各項產品訊息、查詢、計算、核對、提供、紀錄及決定持卡人是否得享有權益服務、提供贈獎、交易帳款收付業務、處理業務或其他有關之附隨業務(包括但不限於如客戶資料輸入、表單列印、裝封及付交郵寄等)、及信用資料交換查詢、推介商品或服務。
- (二) 蒐集之個人資料類別：您提供於申請書及其他文件上之各項個人資料(包括但不限於申請人/持卡人中英文姓名、出生年月日、身分證明文件及號碼、地址、電話、職業資料、財務

資料)，連同相關信用查詢所得資料與持卡人日後之各項消費、財務及信用等各項資料。

### (三) 個人資料利用之期間、地區、對象及方式

1. 利用期間：自取得申請人/持卡人的個人資料直至美國運通蒐集申請人/持卡人的個人資料之特定目的消失。惟因依法律規定、經營業務或經申請人/持卡人書面同意者不在此限。
2. 利用地區：美國運通及其他申請人/持卡人個人資料之利用對象所在地區。
3. 利用對象：美國運通、美國運通全球關係企業、往來之金融機構、財團法人聯合信用卡中心、財金資訊股份有限公司、美國運通信用卡國際組織、財團法人金融聯合徵信中心、臺灣票據交換所、與申請人/持卡人為交易之相對人、申請人/持卡人公司、母公司、子公司及關係企業、美國運通及美國運通全球關係企業所委任處理營業事務之第三人，得依法令規定蒐集、處理、利用及國際傳輸申請人/持卡人個人資料。
4. 利用方式：以自動化機器及其他非自動化之利用方式。

### (四) 申請人/持卡人得依個人資料保護法行使下列權利：

1. 得向美國運通查詢、請求閱覽或請求製給複製本，而美國運通依法得酌收必要成本費用。
2. 得向美國運通請求補充或更正，惟申請人/持卡人應為適當之釋明。
3. 得向美國運通請求停止蒐集、處理、利用或請求刪除，惟美國運通因法律規定或經營業務所必須者，得不依申請人/持卡人請求為之。

如需行使上述權利，請以書面通知美國運通或撥打美國運通企業卡服務部專線(02)2547-3663。

### (五) 您得自由選擇是否提供相關個人資料，惟您如未能完整提供本申請書要求填寫之各項個人資料，美國運通將無法核發企業卡予您。

十、美國運通企業卡會員總約定條款內容之細則，請參閱最新的美國運通企業卡會員總約定條款之規定。如欲查詢本約定條款所載之訊息是否有所更新，請致電美國運通企業卡會員服務部(02)2547-3663。如有其他消費申訴，請致電美國運通申訴專線(02)2546-5125。

謹慎理財 信用至上

Be prudent in managing your finances and maintain good credit