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9. 違反本使用條款 Violation of These Terms of Use

若听力資訊認為配合任何與您使用本網站相關之調查或申訴，或為識別、聯絡或對可能對听力資訊之權利或財產，或本網站訪客或使用者（包括听力資訊之客戶或供應商）之權利或財產造成損害或干擾（無論是有意或無意）之人採取法律行動，听力資訊得揭露其所持有關於您之任何資訊（包括您的身分）。听力資訊保留隨時為遵守任何適用之法令規定或政府要求而揭露任何資訊之權利。

TPIsoftware may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact, or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) TPIsoftware's rights or property, or the rights or property of visitors to or users of the Site, including TPIsoftware's customers or suppliers. TPIsoftware reserves the right at all times to disclose any information that TPIsoftware deems necessary to comply with any applicable law, regulation, legal process, or governmental request.

您承認並同意，听力資訊得保存您與听力資訊之間透過本網站或本網站提供之任何服務所進行之任何傳輸或通訊，並在法律要求時，或听力資訊合理認為下列目的有必要保存或揭露該等資料時揭露之：(1)遵守法令規定；(2)執行本使用條款；(3)回應任何該等資料侵害他人權利之主張；或(4)保護听力資訊或其員工、客戶或供應商、本網站使用者或訪客，以及公眾之權利、財產或人身安全。

You acknowledge and agree that TPIsoftware may preserve any transmittal or communication by you with TPIsoftware through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or if TPIsoftware determines that such preservation or disclosure is reasonably necessary to: (1) comply with legal process; (2) enforce these Terms of Use; (3) respond to claims that any such data violates the rights of others; or (4) protect the rights, property, or personal safety of TPIsoftware, its employees, customers or suppliers, users of or visitors to the Site, and the public.

您同意听力資訊得自行決定且不事先通知，終止您存取本網站之權利及/或封鎖您未來存取本網站，原因包括我們認定您已違反本使用條款或可能與您使用本網站相關之其他契約、政策、條款或條件。您亦同意，您違反本使用條款之任何行為將構成非法且不公平之商業行為，並將對听力資訊造成無法彌補之損害，而金錢賠償不足以彌補該等損害；因此您同意听力資訊有權取得其在該等情況下認為必要或適當之假處分、定暫時狀態假處分或其他保全與救濟措施。該等救濟為听力資訊依法所得享有之任何其他救濟之補充。

You agree that TPIsoftware may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have

violated these Terms of Use or other agreements, policies, terms, or conditions which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to TPIsoftware, for which monetary damages would be inadequate, and you consent to TPIsoftware obtaining any injunction, temporary restraining order, or other provisional or equitable relief that TPIsoftware deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies TPIsoftware may have at law or in equity.

您同意若因您使用本網站，或因您違反本使用條款、侵害他人權利或任何不當使用行為，導致任何第三人對听力資訊提出任何索賠、請求、主張或訴訟時，您應負責處理及排除，並負擔因此所生之一切費用（包括但不限於听力資訊因此所負擔之違約金、賠償金、補償金、律師費及訴訟費用等）。

You agree that if your use of the Site, or your violation of these Terms of Use, infringement of the rights of others, or any improper use causes any third party to bring any claim, demand, assertion, or lawsuit against TPIsoftware, you shall indemnify and hold TPIsoftware harmless and shall bear all costs and expenses arising therefrom (including, but not limited to, any liquidated damages, compensation, damages, attorneys' fees, and court costs incurred by TPIsoftware).

若听力資訊因您違反本使用條款而對您採取法律行動，除听力資訊獲得之任何其他救濟外，听力資訊有權向您追償，且您同意支付所有合理之律師費及訴訟費用。您同意听力資訊不因終止您存取本網站，而對您或任何第三方承擔任何責任。

If TPIsoftware does take any legal action against you as a result of your violation of these Terms of Use, TPIsoftware will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to TPIsoftware. You agree that TPIsoftware will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

10. 準據法與管轄法院 Governing Law and Jurisdiction

您同意與您存取或使用本網站相關之所有事項（包括所有爭議），均以中華民國（臺灣）法律為準據法，並排除其法律衝突原則之適用。因本使用條款或使用本網站所生之任何爭議，雙方同意以臺灣臺北地方法院為第一審專屬管轄法院。

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the Republic of China (Taiwan), without regard to its conflicts of laws provisions. In the event of any dispute arising out of or in connection with these Terms of Use or the use of the Site, the parties agree that the Taiwan Taipei District Court shall be the court of exclusive first-instance jurisdiction.

若您與听力資訊之間因使用本網站而產生任何爭議，雙方應先本於誠信原則儘速協商解決；若無法於三十日內透過協商解決爭議，任一方得將爭議依法提交調解或提起訴訟。

If any dispute arises between you and TPIsoftware regarding your use of the Site, the parties

shall endeavor, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within thirty (30) days through negotiation, either party may submit such dispute to mediation or file a lawsuit in accordance with the law.

11. 其他事項 Miscellaneous

听力資訊於中華民國（臺灣）營運及管理本網站。儘管全球各地均得存取本網站，但本網站所發布、提及或提供之功能、產品或服務，對於位於中華民國（臺灣）境外之任何地理位置或任何個人或實體，並非均可取得、適用或可使用。听力資訊有權針對任何個人、實體或地理區域，限制任何功能、產品或服務之提供或使用。若遭禁止或限制，本網站所提供之該等功能、產品或服務均視為無效。若您從中華民國（臺灣）境外存取本網站，您承認係出於自願並同意遵守中華民國（臺灣）及自身所適用之當地法令規定。

TPIsoftware administers and operates the Site from the Republic of China (Taiwan). Although the Site is accessible worldwide, not all features, products, or services discussed, referenced, provided, or offered through or on the Site are available to all persons or in all geographic locations outside the Republic of China (Taiwan), or appropriate or available for use outside Taiwan. TPIsoftware reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product, or service to any person, entity, or geographic area. Any offer for any feature, product, or service made on the Site is void where prohibited or restricted. If you choose to access the Site from outside the Republic of China (Taiwan), you acknowledge that you do so on your own initiative and agree to comply with applicable local laws and regulations of the Republic of China (Taiwan) and your own jurisdiction.

听力資訊提供其全球性資料之存取，因此可能會於其中提及或交互提及未於您所在國家或地區發表或提供之功能、產品或服務。若有此情形，不表示听力資訊有意於您所在國家或地區發表或提供此等功能、產品或服務。

TPIsoftware provides access to TPIsoftware international data and, therefore, may contain references or cross-references to TPIsoftware features, products, or services that are not announced or offered in your country or region. Such reference does not imply that TPIsoftware intends to announce or offer such features, products, or services in your country or region.

本使用條款構成您與听力資訊之間關於您使用本網站之完整協議，並取代您與听力資訊先前就該等使用所為之任何書面或口頭協議。听力資訊不接受對本使用條款之反要約，並特此明確拒絕所有此類要約。若听力資訊未堅持或嚴格執行本使用條款，不得視為听力資訊放棄執行本使用條款之任何規定或權利。听力資訊與您或任何第三人之間所作之行為，亦不得視為修改本使用條款之任何規定。本使用條款不得構成或解釋為授予任何第三人任何權利或救濟途徑。

These Terms of Use constitute the entire agreement between you and TPIsoftware with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and TPIsoftware with respect to such use are hereby superseded and canceled. TPIsoftware will not accept any counter-offers to these Terms of Use, and all such

offers are hereby categorically rejected. TPIsoftware' s failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by TPIsoftware of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between TPIsoftware and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

若本使用條款之任何規定經具有管轄權之法院判定為無效或無法執行，該等規定應僅在必要範圍內進行限制或排除，並以最能體現該等規定原意之有效條款取代，俾使本使用條款繼續充分有效且具執行力。

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.

本使用條款之英文版僅供參考之用，實際內容以中文版為準。

The English version of these Terms of Use is for reference only. In the event of any discrepancy, the Chinese version shall prevail.

本使用條款及本網站之任何資訊可能隨時變更，恕不另行通知。

These Terms of Use and any information on this Site are subject to change without notice.

最近修訂日期（Last Revised Date）：2026/10/07