

### KEY PRINCIPLES

#### 重要原則

- ✓ ***These Terms govern your use of the Provider App to provide Delivery Services.***  
本條款規範您使用供應方應用程式提供貨運服務。
- ✓ ***If you agree to these Terms, you may use the Provider App to access requests for Delivery Services from Uber Eats. It is your choice if, when and where you use the Provider App. You can make this choice unilaterally, and in real time, just at the tap of a button in your smartphone. For the sake of clarity, you are not bound to any kind of exclusivity obligation with Uber Eats.***  
若您同意本條款，您得使用供應方應用程式以存取來自 **Uber Eats** 之貨運服務需求。何時、在哪裡或是否使用供應方應用程式為您的選擇。您得單方面做此選擇，只需在智慧手機上即時點擊按鈕。為免疑義，您並不受任何 **Uber Eats** 獨家義務拘束。
- ✓ ***If you agree to these Terms, you do so as an independent contractor, not as our employee.***  
若您同意本條款，您同意作為獨立承攬人，而非我們的僱傭人。
- ✓ ***You decide whether or not you want to accept a request. You are under no obligation to use the Provider App or provide Delivery Services, including while logged onto the Provider App. You may accept or reject any request.***  
您得決定您是否想要接受要求。您沒有任何使用供應方應用程式之義務或提供貨運服務之義務，包含登錄至供應方應用程式。您得接受或拒絕任何需求。
- ✓ ***If you accept a request, you will provide Delivery Services to Delivery Recipients as a subcontractor of Uber Eats.***  
若您接受需求，您作為 **Uber Eats** 承攬人，將向收貨人提供貨運服務。
- ✓ ***Please read these Terms carefully. They include information as to how you and we may change or end the Terms, what to do if there is a problem and other important information including information about insurance and liability.***  
請仔細閱讀本條款。他們包含有關您如何使用及我們如何變更或終止本條款之資訊，及如有問題應如何及其他重要資訊包含保險及責任之資訊。

### Parties

#### 立約人

We are  
我們為

Uber Portier Taiwan Co. Ltd ("**Uber Eats**", "**we**," or "**us**"), a company registered under the laws of Taiwan.  
優食台灣股份有限公司(「**Uber Eats**」或「我們」)，一家依臺灣法律設立登記之公司。

Uber Portier B.V. ("**Uber Portier**") is a company registered under the laws of The Netherlands. Uber Portier is a party to these Terms for the specific purpose of providing you with access to the Provider App for free.

Uber Portier B.V. (「**Uber Portier**」)一家設立登記於荷蘭之公司。Uber Portier是本條款之一方當事人，其特定目的為供您免費存取供應方應用程式。

In some cases, affiliates of Uber Eats will perform certain functions associated with these Terms as authorised agent for Uber Eats. Uber Portier, Uber Eats and their affiliates shall be collectively referred to as "**Uber**".

在某些情形，Uber Eats 關係企業將作為Uber Eats之授權代理人執行某些與本條款有關之特定功能。Uber Portier、Uber Eats及其關係企業被合稱為「**Uber**」。

You are an independent person in the business of providing Delivery Services (“*You*”, “*Your*”, “*Provider*”, “*Delivery Partner*”)

您是提供貨運服務之獨立人士(「您」、「供應方」或「外送合作夥伴」)。

### ***Delivery Partner Terms***

#### 外送合作夥伴條款

#### 1. **Definitions**, 定義。

- a. “**Affiliate**” means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up.  
「關係企業」指任何直接或間接控制、受控於一方或與他方共同受控的實體。此處提述的「控制」指擁有該實體超過百分之五十 (50%) 有投票權的股份或其他所有權權益(即擁有該實體多數的投票權), 以使該實體確保該關係企業的活動與業務按該實體的意願進行, 或於該關係企業就其所有收入做出任何分配時獲得大部份收入或於清算時獲得其大部份資產的權利。
- b. “**Community Guidelines**” means the Uber Eats’s community guidelines policy available at <https://www.uber.com/legal/en/document/?name=general-community-guidelines&country=taiwan&lang=zh-tw> (as amended by Uber from time to time).  
「社群指引」指在 <https://www.uber.com/legal/en/document/?name=general-community-guidelines&country=taiwan&lang=zh-tw> 取得之社群準則(由 Uber 不定時修改)。
- c. “**Delivery Recipient**” means the intended recipient of goods being delivered by the Delivery Partner in connection with Delivery Services.  
「收貨人」指外送合作夥伴配送與貨運服務有關商品之預期接收者。
- d. “**Delivery Services**” means the act of delivering food or other items which have been ordered by Delivery Recipients from Merchants, as a subcontractor of Uber Eats, via the Provider App in Taiwan.  
「貨運服務」指作為 Uber Eats 承攬人, 在台灣透過供應方應用程式配送收貨人自商家訂購之食物或其他商品之行為。
- e. “**Provider App**” means mobile application of Uber Portier and/or its Affiliates that enables you to receive requests from Uber Eats for you to provide Delivery Services to Delivery Recipients, as may be updated or modified by Uber Portier and/or its Affiliates at their discretion from time to time.  
「供應方應用程式」指 Uber Portier 及/或其關係企業之行動應用程式, 該應用程式得使您收到來自 Uber Eats 使您提供貨運服務予收貨人之需求, 該應用程式可能會被Uber Portier 及/或其關係企業自行酌定不定時更新或修改。
- f. “**Provider ID**” means the identification and password key assigned by Uber Eats and/or its Affiliates to you that enables you to use and access the Provider App.  
「供應方 ID」指 Uber Eats 及/或其關係企業向您分配的識別號及密碼, 以便您能夠使用及存取供應方應用程式。
- g. “**Territory**” means the Republic of China (Taiwan).  
「服務地區」指中華民國(臺灣)。

- h. “**Tolls**” means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by Uber Eats based on available information.  
「過路費」指任何適用的道路、橋樑、渡口、隧道及機場收費及費用，包括 Uber Eats 服務根據可得資訊合理認定的城際擁堵、環境或類似型態的收費。
- i. “**Uber Eats App**” means the mobile application of Uber Portier and/or its Affiliates provided to authorized Delivery Recipients seeking on-demand requests for delivery services.  
「Uber Eats 應用程式」指經 Uber Portier 及/或其關係企業授權予收貨人，以供其按需發送貨運服務請求之行動應用程式。
- j. “**Uber Data**” means all data related to the access and use of the Provider App hereunder, including all data related to Merchants and Delivery Recipients (including User Information), and all data related to the provision of Delivery Services via the Provider App and the Provider ID.  
「優步資料」指所有與使用及存取供應方應用程式相關的資料，包括所有與商家及收貨人相關的資料(包括使用者資訊)，所有與透過供應方應用程式提供貨運服務及之相關資料以及供應方ID。
- k. “**Merchant**” means a business where products (food or other items) are made available for sale and/or delivery to Delivery Recipients via the Uber Eats App, or its platform (including but not limited to its mobile application and/or website).  
「商家」指透過 Uber Eats 應用程式或其平台(包括但不限於其移動應用程式及/或網站)出售及/或外送產品(食品或其他商品)給收貨人之企業。
- l. “**User Information**” means information about a Merchant or Delivery Recipient made available to Delivery Partner in connection with the Delivery Services, which may include the Merchant or Delivery Recipient’s name, location, contact information and photo.  
「使用者資訊」指提供予外送合作夥伴與貨運服務有關之商家或收貨人之資訊，其中可能包含商家或收貨人之姓名、位置、聯繫資訊及照片。
- m. “**Transportation Method**” means a mode of transportation that will be used for the purpose of providing Delivery Services.  
「運送方式」指將用於提供貨運服務之運輸方式。
- n. “**Vehicle**” means any vehicle that: (i) meets the then-current regulatory requirements for a vehicle on the Provider App and (ii) Uber Eats authorizes for use by Delivery Partner for the purpose of providing Delivery Services as a subcontractor of Uber Eats.  
「車輛」指任何符合下列各項之車輛 (i) 符合當時現行法規就供應方應用程式車輛之要求及 (ii) Uber Eats 授權外送合作夥伴使用，以作為 Uber Eats 承攬人提供貨運服務。
2. Overview 概覽。
- a. As a technology company, Uber operates a platform that matches Merchants, Delivery Recipients and Delivery Partners. Uber has existing or prospective contracts with Delivery Recipients and Merchants, for which we need support in providing Delivery Services. By accepting these Delivery Partner Terms (the “**Terms**”) as a subcontractor, you are indicating to us that you have the capabilities to provide Delivery Services.  
作為一間科技公司，Uber 經營媒合商家、收貨人及外送合作夥伴之平台。Uber 與收貨人及商家有現有的與潛在的協議，該協議支持我們提供貨運服務。透過接受本外送合作夥伴條款(「條款」)作為承攬人，即表示您向我們表明您具有提供貨運服務之能力。
- b. These Terms govern the supply of and your use of our technology and services to enable you to provide Delivery Services as a subcontractor of Uber.  
本條款應規範我們對技術及服務之供應和使用，以使您能夠作為Uber之承攬人以提供貨運服務。

- c. By agreeing to these Terms, Uber Portier, Uber Eats and its Affiliates will provide you with access to the Provider App, our software, websites, payment services and various support services.  
透過同意本條款, Uber Portier、Uber Eats及其關係企業將為您提供供應方應用程式、我們的軟體、網站、付款服務和各種支持服務之存取權限。
- d. Using the Provider App, you may receive requests from Uber Eats for you to provide Delivery Services to Delivery Recipients.  
使用供應方應用程式, 您可能會收到Uber Eats之請求, 要求您向收貨人提供貨運服務。

3. Status. 狀態。

By agreeing to these Terms, you choose to be self-employed when using the Provider App. These Terms are not an employment agreement, and it does not create an employment relationship between you and Uber Eats and/or its Affiliates. These Terms also do not create a legal partnership, joint venture or give you the authority to bind Uber Eats or hold yourself out as an Uber Eats' employee, worker, agent, legal partner or authorised representative.  
透過同意本條款, 您選擇當您使用提供方應用程式時為自僱。本條款並非僱傭關係契約, 且其並不建立僱傭關係在您與 Uber Eats 及/或其關係企業。本條款亦沒有建立法律合作夥伴關係、合資企業, 也不會授予您約束Uber Eats 之權利, 也不會授予您作為Uber Eats 之員工、工人、代理商、法定合夥人或授權代表之權利。

4. Using the Provider App. 使用供應方應用程式。

- a. You are under no obligation to log on or use the Provider App. You can log in to the Provider App if, when, and where you choose.  
您並無義務登錄或使用供應方應用程式。您得選擇是否、何時及在任何地方登錄供應方應用程式。
- b. You alone decide if, when, where and for how long you want to use the Provider App and when to accept, decline or ignore any request for Delivery Services.  
您得獨自選擇是否、何時、地方及您想要使用供應方應用程式多久時間, 及何時接受、拒絕或忽略任何貨運服務之需求。
- c. There may be geographic restrictions on where you can receive requests for Delivery Services or time limits on how long you can use the Provider App consecutively for public safety reasons.  
出於公共安全原因, 可能在某些地方限制了您得在何處接收到貨運服務之請求, 也可能在時間上限制了可以連續使用供應方應用程式的時間。
- d. You are entirely free to choose whether or not to contract with or for other companies to provide delivery services, including competitors of Uber Eats. This includes doing so at the same time as when you are using the Provider App (known as 'multi-apping'). You are also entirely free to provide delivery services to your own clients.  
您得完全自由選擇是否與其他公司簽約或為其他公司提供貨運服務, 包括Uber Eats 之競爭對手。這包括在您使用提供者應用程式之同時為前開行為(「多次綁定」)。您還得完全自由地為自己的客戶提供貨運服務。
- e. When you are logged in and online, requests for Delivery Services may appear in the Provider App.  
當您登錄及在線上, 貨運服務請求可能出現在供應方應用程式。
- f. If you are not available to provide Delivery Services, you agree to log off the Provider App until such time as you are available. This is because, if you are logged onto the Provider App but are not actually interested in providing Delivery Services, the Provider App will not know and you may continue receiving requests for Delivery Services. This can cause delays leading to frustration on the part of Merchants and Delivery Recipients which is not in the interests of Uber Eats or you.  
若您無法提供貨運服務, 您同意登出供應方應用程式直到有空為止。這是因為, 若您登錄到供應方應用程式, 但實際上並不希望提供貨運服務, 供應方應用程式將無法知道, 且您可能會繼續接收對貨運服務之請求。這可能會導致延誤, 致使商家和收貨人感到沮喪, 這不利於 Uber Eats 或您的利益。

- g. If you accept a request for Delivery Services, Merchants and Delivery Recipients will be given identifying information about you, including your first name, photo, location and information regarding your method of transportation.  
若您接受貨運服務之請求，商家和收貨人將會被給予有關得以辨別您之資訊，包含您的姓氏、照片、地點及關於您運輸方式之資訊。
- h. You alone will be responsible for choosing the most effective and safe manner to reach the destination, and, except for Uber Portier' provision of the Provider App, you must provide all necessary equipment, tools and other materials in doing so (at your own expense). Once you have accepted a request for Delivery Services from Uber Eats, you may still cancel.  
僅由您一個人負責選擇最有效和安全的方式到達目的地，且，除了 Uber Portier 提供的供應方應用程式外，您必須為此提供所有必要的設備、工具和其他材料(由您自費)。一旦您接受 Uber Eats 之貨運服務要求後，您仍然可以取消。
- i. After you have completed the requested Delivery Services, you may be asked to provide a rating to the Merchant and the Delivery Recipient, who will also be able to give you a rating.  
在您完成要求的貨運服務後，您可能被會要求為商家和收貨人提供評級，他們也將為您提供評級。
- j. In order to continue to receive access to the Provider App from Uber Portier, you must maintain an average rating that exceeds the minimum average acceptable rating established by Uber Eats for your Territory, as may be updated from time to time by Uber Eats in its sole discretion (“**Minimum Average Rating**”). Your average rating is intended to reflect Merchant and/or Delivery Recipient's satisfaction with the Delivery Services you provide, rather than Delivery Partner's compliance with any of Uber Eats' policies or recommendations. In the event your average rating falls below the Minimum Average Rating, Uber Eats reserves the right to procure Uber Portier to deactivate your access to the Provider App.  
為了繼續獲得 Uber Portier 對供應方應用程式之存取權限，您必須保持平均評分，該評分必須超過 Uber Eats 為您服務地區所建立之最低平均可接受評分，Uber Eats 可能會不時自行酌定對其進行更新(「最低平均評分」)。您的平均評分旨在反映出商家和/或收貨人對您提供的貨運服務之滿意程度，而不是外送合作夥伴對 Uber Eats 之任何政策或建議之遵循情況。若您的平均評分低於最低平均評分，Uber Eats 保留促使 Uber Portier 停用對供應方應用程式存取之權利。
- k. You acknowledge that your geo-location information must be provided to Uber Eats in order to provide Delivery Services. You acknowledge and agree that: (i) your geo-location information may be obtained by Uber Eats while the Provider App is running; and (ii) your approximate location will be displayed to Merchant and Delivery Recipient before and during the provision of Delivery Services. In addition, Uber Eats or its Affiliates may monitor, track and share with third parties your geo-location information obtained by the Provider App for safety, security and technical purposes.  
您知悉您的地理位置資訊必須提供給 Uber Eats，以便提供貨運服務。您承認並同意：(i) 您的地理位置資訊得在供應方應用程式之運行時由 Uber Eats 獲得；(ii) 在提供貨運服務前及期間，您的大概位置將顯示給商家和收貨人。此外，Uber Eats 或其關係企業可能會出於安全、保障和技術目的，監視、跟踪並與第三方共享您透過供應方應用程式獲取之地理位置資訊。
- l. If you receive and/or accept a request for Delivery Services, you will be provided with certain information of Merchants and Delivery Recipients and their instructions made available to Uber Eats via the Provider App, including (as applicable) the pickup and drop-off location of the applicable goods to be delivered, as well as contact information for Merchant and Delivery Recipient. You agree not to contact any Merchant or Delivery Recipient, or otherwise use any information received regarding a Merchant or Delivery Recipient, for any reason other than for provision of Delivery Services.  
若您收到及/或接受貨運服務之請求，您將透過供應方應用程式收到商家及收貨人提供給 Uber Eats 之某些資訊及其指示，包含(如適用)配送適用商品的取貨及交貨地點，以及商家和收貨人的聯繫資訊。您同意除了出於提供貨運服務以外的任何原因，不聯繫任何商家或收貨人，或以其他方式使用收到的有關商家或收貨人的資訊。

- m. You will receive a Provider ID to enable access and use of the Provider App on a device in accordance with these Terms. You agree to maintain your Provider ID in confidence and not share your Provider ID with any third party. You will immediately notify Uber Eats of any actual or suspected breach or improper use or disclosure of your Provider ID or the Provider App.  
您將收到一個供應商ID, 以便根據本條款在設備上存取和使用供應商應用程式。您同意保密您的供應商ID, 並且不與任何第三方共享您的供應商ID。如果您的供應商ID或供應商應用程式發生任何實際或懷疑的違反或不當使用或揭露, 您將立即通知 Uber Eats。
- n. Your account on the Provider App is personal to you and it cannot be licensed, shared or modified.  
您在供應商應用程式上的帳戶是您的個人帳戶, 該帳戶不能被許可、共享或修改。
5. Delivery Fees. 外送費。
- a. Uber Eats shall pay you a delivery fee (including any VAT or other sales tax) for every request for Delivery Services you accept and complete (the “**Delivery Fee**”).  
就您接受並完成的所有貨運服務之要求, Uber Eats 均應向您支付外送費(包含任何加值稅或其他銷售稅)(「外送費」)。
- b. The Delivery Fee will be calculated based upon components including but not limited to a base delivery fee amount plus estimated distance to be travelled (as determined by Uber Eats using location-based services), time estimated to be spent travelling, and/or estimated wait times at the pickup and drop off locations (which may be based upon an efficient routing), as well as other trip-related incentives which may be applicable at the time and/or place where you provided the Delivery Services. It also includes any applicable additional amounts based on certain trip attributes such as Uber Eats and/or Merchant supply and demand (the “**Delivery Fee Calculation**”). The Delivery Fee does not include any tip paid by the Delivery Recipient or Merchant. Delivery Recipients or Merchants may pay you tips, either directly to you in cash or through the Uber Eats App.  
外送費將根據以下因素所計算, 包括但不限於基本外送費加上預計行進的距離(由 Uber Eats 使用位置基點服務確定)、預計花費之行進時間和/或預計在取貨及交貨地點之等待時間(可能基於有效的路線安排), 以及其他與行程相關的獎勵措施, 這些獎勵措施可能在您提供貨運服務的時間和/或地點適用。還包含基於某些行程屬性(例如, Uber Eats 和/或商家的供應及需求)的任何適用的額外金額(「外送費計算」)。外送費不包括收貨人或商家支付之任何小費。收貨人或商家可能會直接給您現金或透過 Uber Eats App 向您支付小費。
- c. Uber Eats will reimburse you for any Tolls incurred during the provision of Delivery Services, provided that you took an efficient route and there were no reasonable options for avoiding the tolls.  
若您採用了有效的路線, 並且沒有其他合理的選擇以避免通行費, Uber Eats 將向您償還提供貨運服務期間發生的通行費。
- d. Uber Eats will pay you the aggregated Delivery Fees and tips (if applicable) on a weekly basis. If the agreed payment date falls on a public holiday in Taiwan, you will be paid on the next business day in Taiwan. In the event that Uber Eats has made payments on your behalf or incurred payments for you as required by law, regulations, court orders or rulings, or the order of the competent authorities, you agree that Uber Eats may offset the amount and deduct from the said Delivery Fees and tips (if applicable), before remitting the remaining amount (if any) to you. You further agree that in such circumstances, Uber Eats may modify the aforementioned payment cycle at its own discretion with a 7-day prior notice to comply with any requirements of such laws, regulations, court orders or rulings or orders of competent authorities.
- e. Uber Eats 將每周向您支付總計的外送費和小費(如有)。若約定的付款日期是在臺灣之公共假日, 將於臺灣的下一個工作日付款。如Uber Eats 因法律、法規、法院命令或裁判、政府機關命令之要求而有代您支付款項或因您支付款項之情形, 您同意Uber Eats得先抵銷該款項並自前述之外送費和小費(如適用)中扣除後, 始匯付剩餘款項(如有)給您。您亦同意於前述情形, Uber Eats得於提供您7日事前通知後, 自行變更前述之付款週期以符合該法律、法規、法院命令或裁判、政府機關命令之任何要求。

- f. Uber Eats reserves the right to change the Delivery Fee Calculation (including new adding or removing existing components) at any time in Uber Eats' discretion based upon local market factors from time to time. Uber Eats will provide you with prior notice in the event of changes to the major factors to consider in the Delivery Fee Calculation that would result in a material change in the Delivery Fee. You agree that your continued use of the Provider App after any such change in the Delivery Fee Calculation shall constitute your consent to such change.  
Uber Eats 保留不時根據當地市場因素隨時更改 Uber Eats 酌情決定外送費計算 (包括添加新因素或刪除現有因素) 的權利。如果計算外送費時需考量的主要因素發生變化, 導致外送費發生重大變化, Uber Eats 將提前通知您。您同意, 在外送費計算發生任何此類變更後, 您繼續使用供應方應用程式即表示您同意此類變更。
- g. Uber Eats reserves the right to: (i) adjust the Delivery Fee payable to you for a particular instance of Delivery Services (e.g., fraud, in the case you intentionally took an inefficient route, or you failed to properly end a particular instance of Delivery Services in the Provider App, etc.); or (ii) cancel the Delivery Fee payable to you for a particular instance of Delivery Services (e.g., a communicated deadline (by Merchants or Delivery Recipient) for completion of Delivery Services was not met, in the event of a Merchant or Delivery Recipient complaint, fraud, etc.). Uber Eats' decision to reduce or cancel the Delivery Fee in any such manner shall be exercised in a reasonable manner.  
Uber Eats 保留以下權利: (i) 為特定貨運服務之情況, 調整應付予您之外送費 (例如, 欺詐, 您故意採用低效率之路線, 或您未能在供應商應用程式正確地結束特定貨運服務等。); 或 (ii) 取消針對特定貨運服務個案應支付予您的外送費 (例如, 在商家或收貨人投訴、欺詐等情況下, 未達到商家或收貨人通知完成貨運服務之截止期間)。Uber Eats 以任何這種方式減少或取消外送費的決定應以合理的方式行使。
- h. You agree that Uber Eats may amend the Delivery Fee Calculation (including adding new factors or removing existing factors) from time to time for the purpose of maximizing the efficiency of Delivery Partners in providing Delivery Services and/or improve the experience of the Delivery Recipients and Merchants and/or for the benefit of increasing the overall Delivery Fee to be received by you.  
為強化外送合作夥伴提供貨運服務之效率, 及/或提升收貨人及商家之體驗, 及/或為增加您將要收到的整體外送費, 您同意 Uber Eats 得不定時修改外送費計算 (包括加入新的因素或刪除現有的因素)。
6. **Upfront Pricing and Multi-Merchant Batching.** 預先顯示價格及多商家組合。
- a. When you receive a Delivery Service request, the Provider App may display an amount (“**Upfront Price**”) which represents the Delivery Fee. You retain the sole and complete discretion to accept or reject this Delivery Service request and the Upfront Price. For the avoidance of doubt, Upfront Price may not reflect or include trip-related incentives although they form part of the Delivery Fee, and you will be able to review the Delivery Fee upon completion of the Delivery Services through the Provider App.  
當您收到貨運服務請求時, 供應方應用程式可能會顯示代表外送費之金額 (「預先顯示價格」)。您保留接受或拒絕此貨運服務請求及預先顯示價格之唯一且完全之酌處權。為避免疑義, 預先顯示價格可能不會反映或包括與行程相關的獎勵, 儘管它們構成外送費的一部分。您將能夠在貨運服務完成後, 透過供應方應用程式上查看外送費。
- b. In the event that a Delivery Recipient changes drop-off location via the Uber Eats App during the provision of your Delivery Services, you may receive an amount over and above the Upfront Price, which also constitutes part of the Delivery Fee  
若收貨人在貨運服務期間透過 Uber Eats 應用程式更改交貨地點, 您可能會收到超出預先顯示價格的金額, 該金額亦構成外送費的一部分。
- c. You may receive additional requests to pick up additional orders from a Merchant whose request you have accepted (e.g., a single merchant seeking to send multiple meals to multiple Delivery Recipients). In such cases, the Provider App will display an additional Upfront Price representing the net increase in the total Upfront Price, and you retain the sole and complete discretion to accept, reject or ignore each additional Delivery Service request and the Upfront Price.

您可能收到其他請求，以從您接受請求的商家處提取其他訂單（例如，一個商家試圖向多個收貨人發送多餐）。在這種情況下，供應方應用程式將顯示一個額外的預先顯示價格，代表總預先顯示價格的淨增長，且您保留唯一且完全的酌情決定權來接受、拒絕或忽略每個額外的貨運服務請求及預先顯示價格。

- d. You may receive a request to pick up orders from different Merchants (e.g., multiple merchants seeking to send Items to one or more Delivery Recipients). In such cases, the Provider App will display a total Upfront Price, and you retain the sole and complete discretion to accept, reject or ignore the Delivery Service request and the Upfront Price.

您可能收到要求從其他商家提取訂單的請求（例如，多家商家尋求向一個或多個收貨人配送商品）。在這種情況下，供應方應用程式將顯示總合之預先顯示價格，您保留接受、拒絕或忽略貨運服務請求及預先顯示價格之唯一完全之酌處權。

- e. After having accepted a Delivery Service request, you may receive additional requests to pick up additional orders from different Merchants (e.g., one or more additional merchants seeking to send items to one or more Delivery Recipients). In such cases, the Provider App will display an additional Upfront Price representing the net increase in the total Upfront Price, and you retain the sole and complete discretion to accept, reject or ignore each additional Delivery Service request and the Upfront Price.

接受貨運服務請求後，您可能收到其他請求，要求從其他商家領取其他訂單（例如，一位或多位其他商家試圖將商品發送給一位或多位收貨人。）在這種情況下，供應方應用程式將顯示一個額外的預先顯示價格，表示預先顯示價格之總金額之淨增長，且您保留接受、拒絕或忽略每項額外貨運服務要求及預先顯示價格之唯一且完全之酌處權。

- f. Delivery Fees and the Upfront Price do not reflect or include any gratuity which a Delivery Recipient or Merchant may, in their sole discretion, decide to provide you.

外送費和預先顯示價格不反映或不包含收貨人或商家可以自行決定向您提供的任何酬金。

## 7. Cash Orders. 現金訂單。

- a. Uber Eats may facilitate an option to you, Delivery Recipients and Merchants, that (i) allows you to receive and (ii) them to pay or request for payment, for a given instance of Delivery Services and/or any associated fees and charges resulting from that transaction (as applicable) in cash (a “**Cash Order**”). You retain the sole and complete discretion to accept, reject or ignore a Delivery Service request for a Cash Order. For the avoidance of doubt, Uber Eats may in its sole discretion grant you access or remove access to Cash Orders through the Provider App at any time. In the event that you provide Delivery Services for a Cash Order, you agree and acknowledge that:

Uber Eats 得向您、收貨人或商家提供一種選項，該選項針對特定外送服務以及／或該交易產生的任何相關費用與收費，允許(i)您以現金方式收取款項與(ii)他們以現金方式支付或要求支付款項（「現金訂單」）。您保留接受、拒絕或忽略現金訂單外送服務請求之唯一且完全之酌處權。為避免疑義，Uber Eats 得依其唯一酌處權隨時授予您透過供應方應用程式存取現金訂單或移除您存取現金訂單。若您為現金訂單提供貨運服務，您同意並瞭解如下事項：

- (i) You shall have the sole responsibility to collect all amounts due from the Delivery Recipient that are associated with the Cash Order, in the amount specified in the Provider App (absent gratuity, the “**Cash Collections**”), and to provide the correct change, as appropriate, to such Delivery Recipient; 您應全權負責從收貨人處收取與現金訂單相關的所有供應方應用程式所指定金額之款項（無酬金，「現金收款」），並酌情向該收貨人提供正確的找零；
- (ii) You shall retain the Cash Collections at your own risk, and the Delivery Fee due to you shall be fulfilled from the Cash Collections; and 您應自行承擔現金收款的風險，且應付給您的外送費應從現金收款中支付；及
- (iii) The remaining amount collected by you may be set off against and deducted by Uber Eats from completed payment card collections. In the event that there are insufficient payment card collections



to set off against for the recoupment of amounts which you should pay to Uber Eats and/or Merchant, and you have not provided Uber Eats another means of repayment, you shall maintain a trade debt in the amount of the shortfall which shall be carried forward until you have repaid Uber Eats and/or Merchant for such amounts. Uber Eats may make collection options available to you (e.g., cash collection kiosks, bank transfer, debit card acceptance and mobile wallets) in order to repay any amounts owed to Uber Eats and/or Merchant. If you have a card on file with Uber Eats for payment purposes in connection with your use of the Provider App or a bank account on record with Uber Eats, you acknowledge and agree that Uber Eats and its Affiliates may collect the amounts owed to Uber Eats and/or Merchant without further consent.

您收取的剩餘金額可能會被Uber Eats抵銷，並從完整的支付卡收款中扣除。如果收款卡支付不足以抵償您應支付 Uber Eats 和/或商家的款項，且您未提供 Uber Eats 其他償還方式，則您應維持一筆交易債務，該差額應結轉直至您償還了 Uber Eats 和/或商家前開金額。Uber Eats 得提供可行之收款方案予您(例如：現金收取自助機、銀行轉帳、金融卡和行動電子錢包)，以償還任何您積欠

Uber Eats 和/或商家之款項。若您使用的供應方應用程式上載有卡片或 Uber Eats 記有您的銀行帳戶，您瞭解並同意 Uber Eats 及其關係企業得無需另取得同意，即得以此收取您積欠 Uber Eats 及/或商家之款項。

- b. As between you and Uber Eats, you shall bear the cost of any fees related to repayment (e.g., fees for overdraft, top-up, currency exchange, cross-border and bank transfer) and any applicable taxes (including withholding taxes or indirect taxes). Further, you agree to gross up amounts owed to Uber Eats accordingly such that Uber Eats receives the full amount owed. You further acknowledge that Uber Eats shall not be deemed to have waived its right to any amounts owed by you if: (i) there are insufficient payment card collections to set off against; (ii) you do not repay any amounts owed in a timely manner; or (iii) Uber Eats elects to require a minimum amount owed prior to initiating collection efforts or otherwise delays collecting amounts owed by you.

至於您與 Uber Eats 之關係：您應承擔返還所生任何費用(例如：透支費用、追加費用、匯兌費用、跨境和銀行轉帳費用)及任何可適用稅收(包括扣繳稅收或間接稅收)之責任。此外，您同意還原積欠 Uber Eats 之款項，俾使 Uber Eats 收取完整積欠款項。您進一步同意，如下列情事發生，應不視為 Uber Eats 放棄任何您所積欠款項之權利：(i) 支付卡收款餘額不足進行抵扣；(ii) 您未及時償還積欠款項；或(iii) Uber Eats 選擇在收取前要求最低欠款數額，或以其他方式延遲收取您的欠款。

#### 8. Delivery Partner Requirements. 外送合作夥伴的要求。

In the interest of maintaining quality of the platform and safety of the Delivery Recipients, Merchants and yourself, you agree that you shall :

為了維護平台品質以及收貨人、商家和您自身之安全，您同意：

- a. complete all onboarding steps (including providing all requested documentation and passing a background check where required) before you are able to access the Provider App;  
在能夠訪問供應方應用程式之前，完成所有上線步驟(包含提供所有要求的文件並在需要時透過背景檢查)；
- b. if you are driving a motor vehicle to provide Delivery Services, you shall hold and maintain at all times:  
倘您以汽/機車形式提供貨運服務，您應始終持有及維持：
- (i) a valid driver's license with the appropriate level of certification to operate the Vehicle provided by you, and  
具有適當級別認證的有效駕駛執照，得操作您所自備的車輛；及
- (ii) all licenses, permits, approvals and authority necessary to provide Delivery Services to Delivery Recipients in the Territory; and comply with all relevant regulatory requirements;  
在服務地區內提供貨運服務所需之所有執照、許可、核准及授權，並遵守相關法規要求；

- c. possess the appropriate and current level of training, expertise and experience to provide Delivery Services in a professional manner with due skill, care and diligence;  
擁有適當及現行認可水準的培訓、專業知識及經驗，且以應有的技能、謹慎和勤勉及專業的方式提供貨運服務；
- d. maintain high standards of professionalism, service and courtesy. You agree you may be subject to certain background and driving record checks from time to time in order to qualify to provide, and remain eligible to receive and accept delivery requests from Uber Eats. You acknowledge and agree that Uber Eats reserves the right, at any time in its sole discretion, to deactivate or otherwise restrict you from accessing or using the Provider App if you fail to meet the requirements set forth in these Terms.  
維持高標準的專業性、服務及禮儀。您同意您可能會不時受到某些背景和行車記錄之調查，以便確任您具有資格提供且維持有收受及接受來自Uber Eats的配送請求之資格。若您未能滿足本條款所載的要求，您知悉且同意 Uber Eats 保有權利任何時候自行酌定停用或以其他方式限制您存取或使用供應方應用程式。
- e. when using the Provider App to accept and provide Delivery Services, comply with all applicable laws, notably those related to road safety, food safety and hygiene;  
使用供應方應用程式接受和提供貨運服務時，遵守所有適用法律，尤其是與道路安全、食品安全和衛生有關之法律；
- f. comply with the Community Guidelines;  
遵守社群準則；
- g. when using the Provider App, you will do so in good faith and will not misuse it or attempt to defraud either Uber Eats and/or its Affiliates, Merchants or Delivery Recipients;  
當使用供應方應用程式，您將本著真誠的態度行事，不會濫用它，也不會試圖欺騙 Uber Eats 和/或其關係企業、商家或收貨人；
- h. provide Delivery Services using the Transportation Method identified on your account with Uber Eats. Your identified Transportation Method must be suitable for use on the Provider App (as may vary from time to time). Where applicable, your identified Transportation Method must be properly registered, licensed, and maintained in good condition consistent with industry and legal safety and maintenance standards;  
使用您於 Uber Eats 帳戶中確定之運輸方式，提供貨運服務。您確定的運輸方式必須適合在供應方應用程式上使用(可能會不時變化)。在適用的情況下，您所識別的運輸方式必須經過適當的註冊、許可和維護，並符合行業和法律安全與維護標準；
- i. be responsible for any taxes and fees that may be incurred as a result of the provision of Delivery Services (including the reimbursement of any Tolls incurred during the provision of your Delivery Services by Uber Eats);  
負責因提供貨運服務而產生的任何稅費(包括償還Uber Eats提供您的貨運服務期間產生的任何通行費)；
- j. maintain at all times while using the Provider App any required insurance for any Transportation Method which you use for the duration of these Terms at insurance levels required by applicable law;  
在使用供應商應用程式的過程中，始終在適用法律規定之保險級別上為您於本條款有效期限內使用之任何運輸方式保持任何必需的保險；
- k. be responsible for any surcharges (e.g. parking), that may be incurred as a result of the provision of Delivery Services; and  
負責因提供貨運服務而產生的任何附加費用(例如停車)；和
- l. comply with these Terms and all applicable laws in your use of the Provider App.  
在使用供應方應用程式時遵守本條款和所有適用法律。

9. Modification. 修改。

- a. Uber Eats, or its Affiliates reserves the right to modify these Terms or any policies or information hosted at hyperlinks referenced in these Terms (the “**Terms Update**”) from time to time.

Uber Eats 或其關係企業保留不時修改本條款或本條款中引用之超連接(「條款更新」)中內所含之任何政策或資訊的權利。

- b. If any Terms Updates will have a material detrimental impact on your rights under these Terms, Uber Eats, or one of its Affiliates will let you know at least three (3) days before that modification is made. (the “**Notice Period**”). Notwithstanding anything to the contrary herein, Uber may provide notice of such Terms Update through email or by including a general notice on its website or the Provider App. Your continued use of the Provider App and acceptance of Delivery Services request from Uber Eats under these Terms after the end of the Notice Period shall constitute your consent to such Terms Update.

若任何條款更新會對您在本條款下之權利產生重大不利影響, Uber Eats 或其關係企業之一將在進行修改之前至少三(3)天告知您(「通知期間」)。儘管本文有任何相反的規定, Uber 可能會通過電子郵件或在其網站或供應方應用程式中包含一般性通知來提供前開條款更新的通知。在通知期間結束後, 您繼續使用供應方應用程式並接受Uber Eats根據本條款提出的貨運服務要求, 即表示您同意本條款更新。

10. Insurance. 保險。

- a. You represent and agree you hold or are otherwise covered by a valid policy of liability insurance that meets all legal requirements for compulsory insurance and is consistent with prevailing industry-standard coverage amounts in Taiwan with respect to your operation of the Vehicle(s).

您聲明並同意您持有有效的責任保險或受有效責任保險的保障, 該責任保險符合所有強制性保險的法律要求, 並且與臺灣有關您操作車輛的行業標準保險金額一致。

- b. Subject to Clause 10(c), Uber Eats shall, as required by law, provide you with Group Personal Accident and, if applicable, Third Party Liability insurance coverage and you shall receive the benefit of the Group Personal Accident and Third Party Liability insurance during the Term. However, in order for you to receive the benefit of Group Personal Accident and Third Party Liability insurance, you agree to provide all necessary documents requested by Uber Eats, and the Group Personal Accident and Third Party Liability insurance shall only be in effect as communicated to you and upon Uber Eats’ confirmation in the Provider App of due receipt of all such documents.

於遵守第10(c)條之前提下, Uber Eats 應依法向您提供團體人身意外險及第三人責任險(如適用), 而您應於期間內獲得團體人身意外險及第三人責任險之利益。為了使您取得團體人身意外險及第三人責任險之利益, 您同意提供所有 Uber Eats 要求之必要文件, 且團體人身意外險及第三人責任險只有於 Uber Eats 在供應方應用程式中通知您並確認收到所有文件後始生效。

- i. In respect to the Group Personal Accident insurance, you agree and acknowledge that, in addition to the insurance policy terms and conditions, no coverage shall be available and you will not receive its benefit: (i) if you fail to complete Delivery Services for at least one order from a Merchant for a continuous period of 14 days; (ii) during periods when your account on the Provider App is suspended by Uber Eats and/or its Affiliates; and/or (iii) following termination of these Terms.

就團體人身意外險之部分, 您同意且承認除了保險契約條款中之情形外, 下列情形不在承保範圍內且您將不會受有保險給付: (1) 倘若您未能於連續14天自商家完成至少一個訂單之貨運服務; (2) 在您的供應方應用程式上之外送合作夥伴帳戶被 Uber Eats 及/或其關係企業暫停之期間; 及/或 (3) 於本條款終止後。

- ii. In respect to the Third Party Liability insurance policy, you agree to not exercise any administration rights, and agree to grant any administration rights (note, administration rights includes but is not limited to, selecting an insurance company, applying for insurance, paying insurance premiums, receiving premium refund, and other related insurance matters, except for the right to claim indemnification for damages caused by an insured event) under said insurance policy to Uber Eats and/or its Affiliates. You agree and acknowledge that, in addition to the insurance policy terms and conditions, the Third Party Liability insurance shall only be effective

during the period from acceptance of a request for Delivery Services to the completion or cancellation of the Delivery Services, and that no coverage shall be available and you will not receive its benefits (i) during any other period, (ii) during periods when your account on the Provider App is suspended by Uber Eats and/or its Affiliates; and/or (iii) following termination of these Terms..

就第三人責任險保險契約之部分，您同意不行使任何行政權利，並同意授予 Uber Eats 及/或其關聯企業任何於該保險契約下的行政權利(行政權利包含但不限於，選擇保險公司、申請投保、繳交保險費、受領退費及處理其他相關保險事務，但因承保事故而遭受損害並享有損害賠償請求權不在此限。)除了保險契約條款中之情形外，您同意第三人責任保險僅於自接受貨運服務之請求至完成或取消貨運服務之期間內有效，並且於下列情形不在承保範圍內且您亦不會受有保險給付：(1)於任何其他期間；(2)在您的供應方應用程式上之外送合作夥伴帳戶被 Uber Eats 及/或其關係企業暫停之期間；及/或(3)於本條款終止後。

- c. Clause 10(b) above shall come into effect immediately upon Delivery Partner's acceptance on the Provider App to perform Delivery Services for a Merchant order subsequent to the Effective Date (“**Acceptance of First Trip**”). For the avoidance of doubt, Clause 10(b) shall remain ineffective prior to the Acceptance of First Trip.

上述第10(b)條應於生效日期後外送合作夥伴接受供應方應用程式，以執行商家訂單之貨運服務後立即生效(以下稱「第一次訂單接受」)。為免疑義，第10(b)條應於第一次訂單接受前，維持無效力。

#### 11. Taxes. 稅項。

- a. You agree to observe and comply with the applicable tax laws and official administrative practices at all times. Where required, you must complete all tax registration obligations, calculate and remit all tax liabilities related to the provision of Delivery Services and provide Uber Eats on request with all relevant tax information (including any valid VAT number belonging to you if the law in your region requires it) as required by applicable laws.

您同意始終遵守並符合適用的稅法和官方行政慣例。必要時，您必須完成所有稅務登記義務、計算和匯出與提供貨運服務有關的所有稅款負債，並應 Uber Eats 要求向 Uber Eats 提供所有根據適用法律的要求相關的稅務資訊(包括屬於您的任何有效增值稅編號，若您所在地區法律規定要求者)。

- b. You are responsible for Taxes on earnings arising from the performance of Delivery Services, including without limitation, income tax and VAT. Notwithstanding anything to the contrary in these Terms, Uber Eats may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit Taxes resulting from your provision of Delivery Services and/or provide any of the relevant tax information you have provided pursuant to these Terms directly to the applicable governmental tax authorities on your behalf or otherwise. You will provide all such relevant tax information as requested by Uber Eats and/or its Affiliates.

您應負責因貨運服務而產生的收入所產生的稅收，包括但不限於所得稅和營業稅。即使本條款有任何相反的規定，Uber Eats 仍可根據適用的稅收和法規考慮因素，在合理的酌情權下，收取和匯出您提供的貨運服務所產生的稅款，和/或提供您根據本條款以您的名義或其他方式直接提供任何相關稅收資訊給適用的政府稅務部門。您將按照Uber Eats和/或其關係企業的要求提供所有前開相關稅收資訊。

- c. Unless expressly stated otherwise in these Terms, all amounts payable or consideration to be provided under these Terms are exclusive of VAT. Where required by applicable law, payment of the Delivery Fee shall be paid against production of a valid government uniform invoice addressed to Uber Eats on the Delivery Fee you charge Uber Eats. Uber Eats may dispute the government uniform invoice and/or credit notes issued by you to Uber Eats within a period not exceeding seven (7) days from the issuance date of the government uniform invoice and/or credit note.

除非本條款另有明確規定，根據本條款提供的所有應付款項或對價均不包括營業稅。在適用法律要求的情況下，外送費應自您向 Uber Eats 收取外送費中寄發予 Uber Eats 有效政府統一發票產生。Uber Eats 可能會在政府統一發票和/或貸記憑證開具之日起不超過七(7)日之時間內對您向 Uber Eats 發行的政府統一發票和/或貸記憑證提出異議。

- d. Neither party shall be obligated to pay any additional amounts to the other party as a result of any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges.  
任何一方均無義務因任何現時或未來的稅款、稅負、評估或政府費用而代扣或扣減之結果，而向另一方支付任何額外的款項。
- e. The parties agree that, for the purposes of the Taiwan tax law, Uber Eats pays you the Delivery Fee in sole consideration for your Delivery Services. In addition, Uber Portier grants you a licence to use the Provider App for no consideration.  
雙方同意，就臺灣稅法而言，Uber Eats 僅就您的貨運服務向您支付送貨費。此外，Uber Portier 授予您無需報酬即可使用供應方應用程式之許可。

12. Devices. 設備。

- a. Subject to these Terms, Uber Portier grants you a personal, non-exclusive, non-transferable, revocable, non-sublicensable license free of charge to install and use the Provider App on your device solely for accepting and providing Delivery Services. This license will terminate the moment you permanently stop using the Provider App. You must not share your device or Provider App account credentials with anyone.  
在遵守本條款之前提下，Uber Portier 授予您非排他的、不可轉讓的、可撤銷的、不可再授權的個人許可，以免費在您的設備上安裝和使用供應方應用程式，僅用於接受和提供貨運服務。當您永久停止使用供應方應用程式時，該許可即終止。您不得與任何人共享您的設備或供應方應用程式帳戶憑據。
- b. Uber Eats, Uber Portier and/or its Affiliates reserve all rights not expressly granted in these Terms. The Provider App, and all data gathered through the Provider App (including all intellectual property rights in all of the foregoing) are and remain our property and that of our licensors. You may not use any of Uber or Uber Eats's names, logos or marks for any commercial purpose except as we expressly allow, nor will you try to register or otherwise use or claim ownership over any of our affiliates' names, logos or marks. You may not copy, modify, distribute, sell or lease any part of our Provider App, or data, nor may you reverse engineer or attempt to extract the source code of our software.  
Uber Eats、Uber Portier 和/或其關係企業保留未在本條款中明確授予的所有權利。供應方應用程式及透過供應方應用程式收集的所有數據(包括上述所有內容之所有知識產權)均為我們和被授權人之財產。除非我們明確允許，否則您不得將 Uber 或 Uber Eats 的任何名稱、徽標或標記用於任何商業目的，也不得嘗試對我們的任何會員的名稱、徽標或標記進行註冊或以其他方式使用或主張所有權。您不得複製、修改、分發、出售或租賃我們的供應方應用程式或數據之任何部分，也不得進行反向工程或嘗試提取我們軟體的源代碼。

13. Additional Terms on Food Safety Requirements. 食品安全要求附加條款。

You shall adhere to any guidelines, standard operating procedures and instructions given by Uber Eats regarding food safety, food handling, good hygiene practices (in relation to Delivery Partner and Vehicles) based on the relevant regulations and guidelines such as the Regulations on Good Hygiene Practice for Food, Act Governing Food Safety and Sanitation and the regulations governing the registration of food businesses for food delivery for food issued by The Office of Food Safety of Executive Yuan and The Taiwan Food and Drug Administration (FDA), including but not limited to attending training organised by Uber Eats and/or any relevant government authority.  
您應遵守貨運服務業者根據行政院食品安全辦公室、臺灣衛生福利部食品藥物管理署(FDA)頒布的相關法規或準則中(例如食品良好衛生規範準則、食品安全衛生管理法及食品業者配送食品管理登記規定等)關於食品安全、食品處理和良好衛生規範(與外送合作夥伴和車輛有關)所擬訂之任何準則、標準操作程序和指示說明，包括但不限於參加由貨運服務業者或任何相關政府機構所舉辦的培訓課程。

14. Confidentiality. 保密義務

You agree that all matters related to this Agreement and the content of this Agreement shall be kept in strict confidence by you. Unless you obtain Uber's prior written consent or are otherwise required by laws and

regulations, government agencies or competent authorities, you shall not disclose any information related to this Agreement or the content of this Agreement to any other third parties.

您同意，與本協議有關的所有事項和本協議內容，您均應嚴格保密。除非事先徵得 Uber 的書面同意或因法律、法規、政府機構或主管機關之其他要求，否則您均不得向任何其他第三方揭露與本協議或本協議內容有關的任何信息。

15. Term. 期間

These Terms shall commence on the date you accept them (the “**Effective Date**”) and shall continue until terminated in accordance with Clause 16 (“**Term**”).

本條款應自您接受本條款之日開始(「生效日期」)，並繼續持續到任何一方依第16條終止為止(以下稱「期間」)。

16. Termination and Suspension. 終止及暫停

- a. Either party may terminate these Terms in its entirety at any time without cause by giving written notice of termination to the other party. For the avoidance of doubt, you are under no obligation to use the Provider App. If you choose to stop, you may do so at any time without needing to give us notice.

任一方均得隨時不附理由透過書面形式通知另一方終止本協議及其全部。為避免疑問，您沒有義務使用供應方應用程式。如果您選擇停止，您可以隨時終止本協議而無需通知我們。

- b. Uber Portier and/or its Affiliates may immediately suspend or terminate your account on the Provider App or take any reasonable action if:

於下列情況，Uber Portier 及/或其關係企業得立即在供應方應用程式上暫停或終止您之帳戶，或採取任何合理措施：

- (i) you fail to complete Delivery Services for at least one order from a Merchant for a continuous period of 14 days;  
您未能於連續14天自商家完成至少一個訂單之貨運服務；
- (ii) you commit a breach of these Terms; or  
您違反本條款；或
- (iii) any act or omission by you, which, in Uber’s reasonable judgment, is in violation of the Community Guidelines or has the potential to cause adverse publicity, media attention or regulatory scrutiny or other issues that could detrimentally impact the reputation, good name or brand of Uber Eats or any of its Affiliates, including matters of food safety and public safety.  
於 Uber 的合理判斷下，您之作為或不作為違反了社群準則，或有可能引起不利的宣傳、媒體關注或主管機關審查或其他可能影響Uber或其任何關聯公司名譽、商譽或品牌的問題，包含食品安全和公共安全事務。

- c. Once your account on the Provider App is suspended, you will no longer be able to provide Delivery Services. You must contact Uber in order to re-activate your account on the Provider App which, for the avoidance of doubt, may be rejected by Uber at its sole discretion .

一旦您在供應方應用程式上之帳戶被暫停，您即不得再提供貨運服務。您必須與Uber聯繫，以重新啟動於供應方應用程式上之您的帳戶，惟可能被 Uber 自行酌定而拒絕。

17. Privacy. 隱私。

We collect, use and disclose information from or about you as described in our Privacy Notice found on our website (currently at <https://www.uber.com/global/en/privacy/notice/>). By agreeing to these Terms you acknowledge that you have read and understood the terms of the Privacy Notice.

我們會根據網站上的隱私政策(當前位於<https://www.uber.com/global/en/privacy/notice/>)中的說明收集、使用和揭露有關您的資訊。透過同意本條款，您承認您已經閱讀並理解了隱私政策之條款。

18. Indemnity. 賠償。

In order to access the Provider App, you agree that you will indemnify, defend (at our option) and hold Uber Portier, Uber Eats and their respective officers, directors and employees harmless from and against all claims, liabilities, expenses, damages, penalties, fines, social security contributions and taxes arising out of or related to your breach of these Terms, your breach of applicable law, or third party claims directly or indirectly related to your provision of Delivery Services. Uber Eats may seek reimbursement from you for any damages suffered by Uber Eats (including but not limited to refunds provided by Uber Eats to Delivery Recipients or Merchants) caused by your actions in providing Delivery Services in a substandard manner.

為了存取供應方應用程式，您同意您會進行賠償、辯護（由我們選擇）並使Uber Portier、Uber Eats及其各自的管理人員、董事和員工免受所有因您違反本條款、違反適用法律或與您提供或運服務直接或間接相關的第三方索賠而產生或與之相關的索賠、責任、費用、損害、罰款、罰鍰、社會捐贈及稅款。由於您以不合格的方式提供貨運服務而造成 Uber Eats 遭受之任何損失（包括但不限於 Uber Eats 向收貨人或商家退款），Uber Eats 可能會要求您賠償。

19. Disclaimer. 免責聲明。

Uber Portier provides the Provider App “as is” and “as available,” and the Provider App may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications and are not guaranteed to be available or error free or to result in any requests for Delivery Services. We make no representations, warranties or guarantees as to the actions or inactions of Merchants or Delivery Recipients you may encounter as you provide Delivery Services, or the availability of the Provider App.

Uber Portier 按「原樣」和「可供使用」提供供應商應用程式，並且供應商應用程式可能會受到網路、電子通信使用中之固有限制、延遲和其他問題影響，因此不能保證其可用性或無任何貨運服務請求之瑕疵。對於您在提供貨運服務時可能會遇到商家貨運人之作為或不作為，我們不做任何陳述、保證或擔保。

20. Limitation of Liability. 責任限制。

- a. Uber Eats and Uber Portier are not liable under or in relation to these Terms for any of the following (including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise): loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill and indirect or consequential loss.

Uber Eats 和 Uber Portier 對於以下任何一項（包括但不限於契約責任、侵權（包括過失）、虛假陳述、恢復原狀或其他）的責任不對本條款承擔任何責任或與之相關：利潤損失、銷售或業務損失、協議或契約損失、預期節省損失、軟體、數據或資訊的使用損失或損壞、商譽的損失或損壞以及間接或因果導致之損失。

- b. Nothing in these Terms limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence and liability for fraud or fraudulent misrepresentation.

本條款中之任何限制責任均未限制任何法律上的責任，包括因疏忽造成的死亡或人身傷害責任以及欺詐或欺詐性虛假陳述之責任。

- c. To the extent permitted by law, Uber Eats and Uber Portier exclude all warranties and disclaim all liability for any act or omission by you or any Merchant or Delivery Recipient or any other third party.

在法律允許的範圍內，Uber Eats 和 Uber Portier 排除所有擔保，並對您或任何商家或收貨人或任何其他第三方的任何作為或不作為承擔任何責任。

21. General. 一般事項。

- a. Invalidity of any provision of these Terms does not affect the validity and enforceability of the rest of these Terms and such invalid, illegal or unenforceable provision shall be deemed deleted. Uber Eats and Uber Portier may assign, subcontract or transfer these Terms or any of our rights or obligations in them, in whole

or in part, without your prior consent (you may not, however, as your use of Provider App is personal to you).

本條款中任何條款的無效都不會影響其餘條款之有效性和可執行性, 因此, 前開無效、非法或不可執行之條款應視為已刪除。未經您的事先同意, Uber Eats 和 Uber Portier 可以全部或部分轉讓, 分包或轉讓本條款或我們在其中的任何權利或義務(惟您可能不可以, 因為您對供應方應用程式之使用是您個人的)。

- b. These Terms are Uber Eats and Uber Portier’s entire agreement with you, and replace all previous agreements relating to your use of the Provider App.

本條款是 Uber Eats 和 Uber Portier 與您的完整協議, 並取代與您使用供應方應用程式相關的所有先前協議。

- c. There are no third party beneficiaries to these Terms.

本條款沒有第三方受益人。

22. Governing Law and Jurisdiction. 準據法與紛爭解決。

These Terms shall be governed by and construed in accordance with the laws of Taiwan. Each party hereby consents to the exclusive jurisdiction and venue in the Taipei District Court.

本條款以中華民國法律為準據法, 並應據此詮釋。雙方謹此同意以臺灣臺北地方法院為專屬管轄法院。

23. Language. 語言。

- a. In the event of any conflict between the English version and the Chinese version of these Terms, the English version shall prevail.

本補充說明之英文版本與中文版本如有任何歧義, 概以英文版本為準。

- b. By clicking “Yes, I agree”, you agree to be bound by these Terms and acknowledge receipt of and that you have read the Hazard Notification enclosed as Attachment 1.

點擊「是, 我同意」, 即表示您同意受本條款的約束並知悉收受且已閱讀附件一中的危害告知。



### 獨立承攬外送服務危害因素告知單

<p>獨立承攬工作項目： 以機車或自行車以符合當地交通及相關法規之運輸方式至店家拿取商品，並運送至消費者指定地點</p>
<p>可能之危害(包含於多平台同時提供承攬服務)：</p> <ol style="list-style-type: none"><li>1. 交通事故</li><li>2. 外送至有危險之場所</li><li>3. 凶猛動物襲擊</li><li>4. 遭遇意外事件</li><li>5. 天候不佳(冷、熱疾病危害、強風、下雨等)</li><li>6. 政府機關公告之重大傳染疾病(包括但不限於嚴重特殊傳染性肺炎)</li><li>7. 不理性消費者與商家行為(包括但不限於騷擾、暴力等非法行為)</li></ol>
<p>危害防止建議對策：</p> <ol style="list-style-type: none"><li>1. 進行外送服務前，建議檢查車輛的頭燈、方向燈、剎車導線、煞車燈及輪胎胎紋胎壓等。</li><li>2. 行車前應確認具備合法有效之駕照及行照，並請遵守法律及交通規則(包含但不限於遵守道路速限行駛不超速及戴妥安全帽)；保持安全車距、不搶紅黃燈、切勿穿梭車陣、減速過彎、留意路況，具備「預測危險、避開危險、防禦駕駛」的用路觀念。</li><li>3. 建議餐點或商品妥善放置並固定於符合法規之保溫袋中，確保該保溫袋於騎乘時不會掉落。</li><li>4. 夜間騎乘時，建議特別注意保溫袋反光裝置確實朝外放置，且車燈狀況正常。</li><li>5. 建議在尤其夜晚、黃昏或光線不足的情況下，可穿著高可見度、配備反光材料或螢光色衣物，提升自身的能見度。</li><li>6. 建議除於隧道等路段時，依道路交通安全規則等法規應開亮頭燈外，白天行駛於其他道路也可開啟頭燈，提醒來車注意。</li><li>7. 建議選購及使用安全帽時，除本體要貼有「商品檢驗標識」，並考慮外觀顏色鮮明、內襯不可有毀損、鬆脫或變更之情形、頤帶上不得裝設顎杯等，以保護行車安全。</li><li>8. 建議進入私人領域提高警覺。</li><li>9. 建議拒絕顧客之菸品、酒品、毒品等其他違法物品。</li><li>10. 建議避免靠近兇猛動物。</li><li>11. 遇政府機關發布天然災害停班警報時，建議依公告或通知暫停進行外送。</li><li>12. 如發生車禍或意外事故，建議立即停車以「雙黃燈及三角牌警示後方來車避免追撞」，同時依法在車身後方放置三角牌警告標誌。</li><li>13. 發生意外事故時，建議打「110」報警處理，並保留現場以利警方採證，做為未來肇事責任研判的依據。</li><li>14. 如有人傷亡，建議採取必要之急救、搶救等措施，及迅速打「119」尋求救護車將傷者送醫急救。</li><li>15. 建議穿著淺色、寬鬆、具良好吸濕性、透氣性、耐磨且穿著舒適之服裝，但紫外線指數過高時，則建議穿著長袖。</li><li>16. 若有服用影響體溫調節、抑制排汗、利尿劑等藥劑，或肥胖、高年齡、曾經患熱疾病者，建議隨時注意其身體健康狀況。</li></ol>

17. 建議留意水分及鹽分攝取, 若有身體不適或疑似產生相關熱疾病症狀時, 建議立即尋求協助。
18. 俗稱的「熱昏頭」一般是指熱衰竭, 主要是因為汗流太多, 水分和電解質失衡造成, 夏天外送建議多補充水分和電解質, 以減少發生的可能。
19. 寒冷天氣期間建議穿戴可保暖防寒之衣物、鞋、帽、手套等, 以避免寒風與低氣溫之傷害, 並隨時留意自身健康狀況。
20. 建議如有易因戶外低溫導致惡化與促發腦血管及心臟疾病之健康疑慮, 應隨時注意其身體狀況, 避免長時間從事戶外作業。
21. 行程中天候不佳時 (如狂風、暴雨), 建議降低車速並增加與前車的安全距離, 或視情況暫時停止外送, 並注意吹落至道路的障礙物。
22. 遇下雨天時, 建議穿著雨衣、開亮頭燈、減速慢行並加大安全間距, 避免緊急煞車。
23. 身體不適時, 建議主動暫停外送服務並於溫暖處稍作休息; 必要時, 建議立即請求醫療協助。
24. 外送服務前/時請依法勿飲用含酒精性飲料或其他相類致無法安全行駛之物, 並建議於外送行程中適時補充溫熱水分。
25. 於承攬外送作業時, 如有同時間執行其他承攬作業, 建議注意安全以避免導致事故發生機率提升。
26. 如遇到較不理性之消費者或商家, 建議理性溝通、避免激烈言語或肢體衝突並適時迴避。
27. 如於承攬外送作業時認為自己已遭到性騷擾, 除了自我保護外, 建議可透過夥伴端 App 中之幫助 > 安全 > 回報涉及其他外送合作夥伴的事件, 提供更多資訊。
28. 於流感等呼吸道疾病好發季節, 建議您做好手部衛生, 並依照自身症狀就醫或採取適當休息。