

旅客運送契約 Passenger Transportation Agreement

耐斯都會股份有限公司(耐斯車隊, 下稱本公司)為提供您更好的服務, 與博歐特台灣服務股份有限公司(Bolt Services (Taiwan) Ltd.)合作, 您可透過 Bolt 系統叫車, 使用由本公司安排的計程車服務。為保障您的權益, 在您透過 Bolt App 發出叫車需求、並由本公司指派計程車駕駛提供載客服務(以下簡稱「本服務」)之前, 請務必詳閱下列使用條款。當您完成註冊或開始使用本服務, 即表示您已閱讀、理解並同意遵守本條款的所有內容。

本公司或 Bolt App 可能會因應法令修訂、服務內容調整、市場供需變化或其他必要原因, 對本條款進行修改。您可選擇隨時停止使用本服務; 若您於條款變更後仍持續使用, 即視為您接受並同意最新版本之條款內容。

※ 本條款中所稱「您」, 係指透過 Bolt App 使用本公司指派之計程車服務的使用者。

Nice Metropolis Co., Ltd. (Nice Taxi Fleet, hereinafter referred to as “the Company”) cooperates with Bolt Services (Taiwan) Ltd. (“Bolt”) to provide you with better services. You may order a ride via the Bolt system, using the taxi service arranged by the Company. To protect your rights, please carefully read the following terms before you place a ride request through the Bolt App and are assigned a driver by the Company (hereinafter referred to as “the Service”). By registering or using the Service, you acknowledge that you have read, understood, and agreed to comply with all these terms.

The Company or the Bolt App may revise these terms due to legal amendments, service adjustments, market conditions, or other necessary reasons. You may choose to stop using the Service at any time; if you continue to use it after changes are made, it means you accept and agree to the latest version of the terms.

Note: “You” refers to the user requesting taxi services assigned by the Company via the Bolt App.

1. 本旅客運送服務係由耐斯車隊(下稱 本公司)提供
The passenger transportation service is provided by NICE Taxi Fleet (the Company).
2. 帳號註冊與密碼安全 Account Registration and Password Security
 - a. 您須為年滿 18 歲, 且具備完全行為能力之自然人, 方可註冊並使用本服務。您了解並同意, 當您透過 Bolt App 完成註冊並與本公司建立旅客運送服務契約關係時, 您所提供的個人資料及其他相關資訊, 應為真實、正確、完整且與實際情況相符。您亦保證所提供之資料不涉及任何第三方之智慧財產權、所有權、隱私權或公開權之侵害, 亦不違反任何適用法令規範。
You must be at least 18 years old and legally capable to register and use the Service. By registering via the Bolt App and entering into a passenger transportation contract with the Company, you guarantee that the personal data and other related information you provide are true, accurate, complete, and reflect your actual situation.

- b. 如上述資料日後有任何變更，您應即時通知本公司或本公司委託之 Bolt App。倘若本公司發現您所提供之資料不實、資料變更未即時更新，或違反上述任何保證事項，本公司有權隨時拒絕提供本服務之一部或全部，且不承擔因此產生之任何責任。

You shall promptly notify the Company or Bolt of any changes to your information. If the Company finds any false information, failure to update, or violation of the above warranties, it has the right to refuse service partially or entirely without liability.

- c. 您亦同意，對於以 Bolt App 所註冊取得之帳號與密碼，應妥善保管並負保密之責，並不得以任何形式（包括有償或無償）提供予第三人使用或登入。凡經由該組帳號與密碼所進行之一切操作，均視為您本人所為，並由您承擔全部責任。You also agree to properly safeguard and keep confidential the account and password registered through the Bolt App. You must not, under any circumstances (whether for compensation or not), provide them to third parties for use or login. All actions carried out using the said account and password shall be deemed as performed by you personally, and you shall bear full responsibility for them.

- d. 若因您本人之故意或過失（包括但不限於：遺忘或洩漏密碼、密碼遭他人破解、使用之設備遭入侵等）導致任何損失，均應由您自行負責。If any loss occurs due to your own intentional act or negligence (including but not limited to: forgetting or disclosing your password, your password being cracked by others, or your device being compromised), you shall be solely responsible for such loss.

3. 費率及付款方式 Fare and Payment

- a. 本公司依據政府相關規定訂定計程車費率，並以該費率作為您每次叫車時所顯示應付車資之計算基準。倘費率有所調整，本公司將委由 Bolt App 公告變更事項，並同步於本公司官方網站首頁公告。

The Company sets taxi rates according to government regulations, which serve as the basis for fare calculations displayed during each ride request. Any rate changes will be announced via the Bolt App and the Company's official website.

- b. 當您透過 Bolt App 發出叫車需求，即表示您同意由本公司指派合作車隊之計程車駕駛提供服務，並接受系統所預估之行駛路線及應付車資金額。惟若因實際行駛過程中之路線或時間發生變動（例如：依您指示採用特定路線，交通壅塞或道路狀況改變）、您調整上下車地點或停靠站，或駕駛於您指定上車地點等待時間過久等情形，您了解並同意，最終應付車資可能與原預估金額有所出入。

By requesting a ride through the Bolt App, you agree to receive services from a taxi driver dispatched by our partnered fleet and accept the system's estimated route and fare. However, you understand and agree that the final fare may differ from the initial estimate if there are changes during the ride, such as: following a specific route at your request, traffic congestion or road

condition changes, adjustments to pick-up/drop-off locations or stops, or if the driver waits for an extended period at your designated pick-up point.

- c. 本服務以電子支付方式結算車資，您應於註冊時綁定有效之信用卡作為付款工具，並保證所提供之信用卡卡號、持卡人姓名及其他相關資訊均為真實且正確。

The fare for this service is settled via electronic payment. You are required to bind a valid credit card as the payment method during registration and guarantee that the credit card number, cardholder's name, and other related information you provide are true and accurate.

- d. 於您確認預約行程後，因本公司即會派遣駕駛前往接送，該駕駛將產生油耗及喪失其他接單機會，故當符合以下任一情形時，本公司將依車型收取新台幣 40 元之取消費用：

- i. 您主動取消行程：雖您可隨時取消行程，但若於確認叫車後逾 3 分鐘始取消，且本公司已派遣駕駛前往指定上車地點時，將收取取消費。
- ii. 您未準時上車：當您於 Bolt App 收到「在上車點碰面」通知後，駕駛將於指定地點等候若干時間（詳細規範請見 App 公告）。若您逾時未上車且駕駛取消該行程，亦將收取取消費 40 元。

Once you confirm a booking, the Company dispatches a driver who incurs fuel and opportunity costs. Therefore, a cancellation fee of NT\$40 applies in the following cases:

- You cancel more than 3 minutes after confirmation and a driver is already en route.
- You fail to board on time after receiving the "Meet at pickup point" notification, causing the driver to cancel.

- e. 若您對所收取之取消費用有任何疑義，歡迎透過客服管道向本公司提出反映。
Any disputes about cancellation fees can be raised via customer service.

4. 優惠與折扣 Discounts and Promotions

- a. 本公司將於向公路主管機關完成備查後，提供乘車優惠或折扣，並透過 Bolt App 推播發送優惠序號供您使用。您同意並理解，所有優惠序號的使用應符合下列條件：

- i. 合法使用：優惠序號僅限依其預定目的及目標對象，透過合法方式使用。
- ii. 禁止轉讓或公開：除經本公司事前明確授權外，您不得複製、販售、轉讓或以任何形式公開優惠序號（包括但不限於公開張貼或轉發）。
- iii. 可能無效：本公司保留隨時取消任何優惠序號之權利，且無需為此承擔任何責任。惟於優惠序號失效前三日，將透過電子郵件或 Bolt App 推播通知您。
- iv. 適用限制：優惠序號僅可依其所載明之使用條件及專屬條款使用。
- v. 不得兌換現金：優惠序號無法折抵或轉換為現金。
- vi. 可能提前失效：優惠序號可能因任何原因於您尚未使用前即失效。

After completing registration with the highway regulatory authority, our company will offer ride discounts or promotions and send you promo codes via push notifications through the Bolt App. You agree and understand that all promo codes must be used in accordance with the following conditions:

- Legal Use: Promo codes are to be used only for their intended purpose and target audience, through lawful means.
- Non-transferable and Confidential: Unless expressly authorized in advance by our company, you may not copy, sell, transfer, or publicly disclose promo codes in any form, including but not limited to public posting or forwarding.
- Possible Invalidity: Our company reserves the right to cancel any promo codes at any time without liability. However, you will be notified by email or Bolt App push notification at least three days before a promo code expires.
- Usage Restrictions: Promo codes can only be used according to their specified terms and exclusive conditions.
- No Cash Redemption: Promo codes cannot be exchanged for or converted into cash.
- Possible Early Expiration: Promo codes may expire for any reason before you use them.

- b. 若本公司合理認定您或他人對優惠序號之使用涉及錯誤、詐欺、不法行為，或違反本條款或優惠適用條件，本公司有權取消您因該優惠序號所獲得之利益，或限制該優惠序號之使用功能，且無需對因此所生之損失負責。

If our company reasonably determines that you or others have used a promo code in error, fraud, illegal activity, or in violation of these terms or the promo's applicable conditions, the company reserve the right to cancel any benefits you have gained from that promo code or restrict its usage, without being liable for any resulting losses.

5. 行車記錄器及錄音功能使用條款 (如適用) Use of Dashcams and Audio Recording (if applicable)

- a. 為提升行程安全，本公司所派遣之計程車駕駛得選擇安裝並使用行車記錄器進行全程錄影及／或錄音。您或本公司派遣之駕駛亦得透過 Bolt App 啟用錄音功能，以便於行程發生爭議時，提供相關錄製資料予本公司及／或 Bolt App 進行調查。

To enhance trip safety, taxi drivers dispatched by our company may choose to install and use dashcams to record video and/or audio throughout the trip.

You or the assigned driver may also activate the audio recording feature via the Bolt App, allowing relevant recordings to be provided to our company and/or Bolt App for investigation in the event of a dispute during the trip.

- b. 依據《個人資料保護法》第8條第1款規定，本公司將透過 Bolt App (包含其隱私權聲明) 及本契約等方式向您告知相關事項。

Under applicable personal data laws, you are notified through the Bolt App privacy policy and this agreement.

- c. 若您本人或同行之第三人不同意行程過程中被錄影或錄音，您得於行程開始前取消行程。一旦行程開始，即表示您已同意，並已取得同行第三人之同意，允許於行程中出於安全目的進行錄影及／或錄音，並允許相關內容於必要時提供予本公司及／或 Bolt App 使用。

If you or any accompanying third party do not consent to video or audio recording during the trip, you may cancel the trip before it begins. Once the trip has commenced, it will be deemed that you have given your consent—and obtained the consent of any accompanying third parties—for video and/or audio recording for safety purposes, and for the recorded content to be provided to our company and/or the Bolt App when necessary.

- d. 錄音及錄影資料之蒐集、使用，應依據當地法律法規及相關政策辦理。部分法域可能要求在進行錄音前取得職業駕駛或第三方之明確同意。請務必查閱並遵守您所在地之相關法律規範。

The collection and use of audio and video recordings must comply with local laws, regulations, and applicable policies. In certain jurisdictions, explicit consent from professional drivers or third parties may be required prior to recording. Please ensure you review and adhere to the relevant legal requirements in your location.

- e. 您與本公司派遣之駕駛，得依當地法規，於發生安全事件時，自行決定是否將相關錄製資料提供予本公司及／或 Bolt App。對於送交之影片或音檔，本公司及 Bolt App 將依據內部程序進行審查，並視情況採取相應措施。

In accordance with local regulations, you and the driver dispatched by the Company may independently decide whether to provide the relevant recordings to the Company and/or the Bolt App in the event of a safety incident. Any submitted video or audio files will be reviewed by the Company and the Bolt App in accordance with internal procedures, and appropriate actions will be taken as necessary.

- f. 在任何情況下，您不得未經同意分享或公開錄音內容，包括但不限於於社群媒體、數位平台或其他公開渠道發布或串流。此類行為可能構成違反當地法律（特別是個人隱私相關規定），本公司及／或 Bolt App 將保留調查並依法採取必要措施之權利。

Under no circumstances may you share or publicly disclose any audio recordings without proper consent, including but not limited to posting or streaming them on social media, digital platforms, or other public channels. Such actions may constitute a violation of local laws, particularly those related to personal privacy. The Company and/or the Bolt App reserve the right to investigate and take appropriate legal action as necessary.

6. 責任條款 Liability

- a. 除非可歸責於本公司之原因，若因您本人之故意、過失，或因不可抗力因素所導致您本人或同行者於運送過程中遭受損害，本公司概不負賠償責任。至於因不可抗力（如天災、突發事件）所導致之行程遲延，本公司之賠償責任僅限於補償您因此所產生之必要且合理之額外費用。

Except for damages attributable to the Company, you bear responsibility for any damage to yourself or companions caused by your intent, negligence, or force majeure during transportation.

- b. 倘若因可歸責於您之事由(例如於車內嘔吐或造成車輛毀損),致使本公司、計程車車行/駕駛或其他第三方(包括但不限於 Bolt App)蒙受損害,您應負擔相應之損害賠償責任,例如支付清潔費或修繕費。

If any damage is caused due to reasons attributable to you (such as vomiting in the vehicle or causing damage to the car), you shall be liable for the corresponding compensation to the Company, the taxi fleet/driver, or any other third party (including but not limited to the Bolt App). This may include, for example, covering cleaning or repair costs.

- c. 本服務屬計程車運輸服務,您於使用 Bolt App 叫車時所顯示之預估抵達時間僅供參考。您了解並同意,因交通狀況或安全考量等因素,預估抵達時間可能與實際抵達時間有所差異,且該預估時間不構成本公司對於特定抵達時點之保證或義務。

This service is a diversified taxi transportation service. The estimated arrival time shown when you request a ride via the Bolt App is for reference only. You understand and agree that, due to factors such as traffic conditions or safety considerations, the estimated arrival time may differ from the actual arrival time, and such estimation does not constitute a guarantee or obligation by the Company regarding any specific arrival time.

7. 暫停或終止服務條款 Suspension or Termination of Service

- a. 若您有以下任一情形,本公司有權立即暫停、拒絕或終止您使用本服務之權利,並不另行通知。若因此造成本公司或其受僱人任何損害,您應負擔全部賠償責任:

- i. 提供虛偽、不實或誤導之個人資料;
- ii. 惡意或非正常使用本公司所提供之叫車服務,包括但不限於重複叫車卻不搭乘、無故取消等行為;
- iii. 使用偽造或非法取得之資料註冊、登入或使用本服務;
- iv. 有其他違反本服務使用條款或任何適用法律規定之行為。

The Company may immediately suspend, refuse, or terminate your service rights without notice if you:

- Provide false, misleading, or inaccurate personal data;
- Maliciously or improperly use the service (e.g., repeatedly booking without riding, unnecessary cancellations);
- Use forged or illegally obtained data to register or access the service;
- Violate these terms or applicable laws.

8. 本約定條款如有未盡事宜,悉依中華民國相關法令規定辦理。您同意,如因本約定條款所生之爭議或糾紛,雙方均以臺灣臺北地方法院為第一審管轄法院。

Any matters not covered in these terms and conditions shall be governed by the relevant laws and regulations of the Republic of China (Taiwan). You agree that any disputes or controversies arising from these terms and conditions shall be subject to the jurisdiction of the Taipei District Court in Taiwan as the court of first instance.

9. 本公司已確認,該車隊所派遣之全數計程車均已投保每人新臺幣150萬元以上之旅客責任保險。

The company has confirmed that all taxis dispatched by the fleet have been insured with passenger liability coverage of at least NT\$1.5 million per person.

10. 本公司設消費爭議處理申訴(客服)專線 The company has established a consumer dispute resolution (customer service) hotline:

- a. 地址 Address: 新北市三重區中正南路269號
- b. 電話 Phone: (02) 2970-3456