

(中譯文僅供參考，與原文相較不盡完整，亦有歧異，如有疑義應以英文本為準)

Assurance Terms of Service - Taiwan	臺灣 - 服務保障條款
1. BSI will perform the services described and in accordance with the Proposal and these terms of service (Contract).	1. BSI 將依本提案及本服務條款（下稱「 本合約 」）提供其所載之服務。
2. These terms of service, together with any terms set out in the Proposal, are the only terms that will govern the Contract. Any terms contained in or incorporated by reference in any acknowledgements, confirmations, standard forms, purchase orders or any other documents issued by either party, or implied by trade custom, practice or course of dealing, other than those permitted within these terms of service, will not apply.	2. 本服務條款及本提案中所載之任何條款為本合約所適用之唯一條款。任一方當事人所發出之任何承認、確認、制式表格、採購訂單或任何其他文件所載或透過引用包含之任何條款，或貿易習慣、實務或交易慣習所默示之任何條款，除本服務條款中允許者外，均不適用。
3. If there is an inconsistency between any of the provisions of the Contract and any master services agreement, purchase proposal, Client's standard conditions of purchase or any other document stated to be relating to BSI's services or the Contract, the provisions of the Contract will prevail.	3. 如本合約之任何規定與任何主服務契約、採購提案、客戶之標準採購條件或載明與 BSI 服務或本合約相關之任何其他文件有所歧異，應以本合約規定為準。
4. Notwithstanding clause 2, BSI may amend these terms of service from time to time and will notify Client accordingly when this takes place. On receipt of such notice, Client may reject any amendment and terminate the Contract by notifying BSI of its intention to do so on 30 days' written notice. If Client provides no notice Client is deemed to have accepted the amended terms.	4. 儘管有第 2 條之規定，BSI 得隨時修訂本服務條款並將於其生效時通知客戶。於收到該通知後，客戶得於 30 天以前以書面通知 BSI 拒絕修訂，通知 BSI 其終止本合約之意思表示。如客戶未提供通知，則客戶將被視為已同意該修正條款。
5. Without prejudice to clause 4, no amendment or variation to the Contract will be valid unless agreed in writing between the parties.	5. 於不影響第 4 條之前提下，除經雙方當事人書面同意，對於本合約之任何修訂或變更為無效。
6. The Contract will commence on the date Client signifies agreement to the Contract (which may be through electronic confirmation or otherwise).	6. 本合約將於客戶表示同意本合約之日起生效（得透過電子方式確認或其他方式進行）
7. BSI will provide its services in compliance with:	7. BSI 於提供其服務時將遵守以下規定：
a. all applicable legislation and regulations;	a. 全部適用之法律及規範；
b. all relevant international standards that govern the provision of accredited certification services;	b. 規範提供認證服務之全部相關國際標準；
c. any relevant standard, private standard or code of practice expressly governing the services in this Contract; and	c. 明示規範本合約服務之任何相關標準、私人標準或實務準則；及
d. BSI Group's Code of Business Ethics which can be found on our website https://www.bsigroup.com/globalassets/localfiles/en-id/policy/bsi-code-of-business-ethics.pdf	d. BSI 集團之商業道德準則（請參閱我們官網： https://www.bsigroup.com/globalassets/localfiles/en-id/policy/bsi-code-of-business-ethics.pdf ）
8. Appropriately qualified personnel will perform the services and determine the outcome of assessments and reviews, and BSI may change such personnel at any time.	8. 將由適當的合格人員提供服務並決定評估及審查的結果，且 BSI 得隨時變更該人員。
9. Client will promptly provide to BSI (throughout the duration of the Contract):	9. 客戶將立即提供 BSI（於本合約期間）：
a. complete and accurate information (including any and all documents) relevant to the services including any updates;	a. 與服務相關之完整及正確資訊（包含任何及全部文件），包含任何更新資訊；
b. immediate notification of any event which may adversely affect the outcome or continued use of any BSI service or which if left unattended	b. 立即通知任何可能對 BSI 服務之結果或持續性使用產生不利影響之事件，或任何如疏於處置

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may cause BSI to misrepresent compliance with clauses 7.a, 7.b or 7.c above;	可能導致 BSI 無法遵循上述第 7.a 條、第 7.b 條或第 7.c 條之事件；
c. responses to all relevant and reasonable queries of BSI at any time and reasonable assistance including access to premises to permit BSI to investigate third party complaints of Client's use of the services;	c. 隨時回應 BSI 所有相關及合理之詢問並給予合理協助，包含允許 BSI 進入營業場所以調查針對客戶使用服務之第三人投訴；
d. access to its sites and availability of appropriate personnel on dates agreed with BSI and at any other time for BSI's unannounced visits if so required to comply with clauses 7.a, 7.b or 7.c above;	d. 於與 BSI 合意之日期，進入其辦公地點之權限及可用的適當人員，以及為遵循上述第 7.a 條、第 7.b 條或第 7.c 條所須之於任何其他時間 BSI 未告知的拜訪；
e. access to any third party site reasonably required by BSI to comply with clauses 7.a, 7.b or 7.c above (and Client undertakes to BSI that it will obtain the third party's consent for BSI to gain such access);	e. 為遵循上述第 7.a 條、第 7.b 條或第 7.c 條，進入 BSI 合理要求之任何第三人的辦公地點之權限（且客戶向 BSI 擔保其將就 BSI 獲得該進入權限取得第三人之同意）；
f. details of all health and safety rules, security and other requirements for visitors to its sites in advance of any audit by BSI;	f. 於 BSI 進行任何稽核前，全部健康及安全規則、保全及對拜訪人員進入其辦公地點的其他要求之詳細資訊；
g. notification of third-party complaints received by Client in respect of Client's product or services relevant to this Contract and steps taken to resolve them; and	g. 客戶收受針對客戶產品或本合約相關服務之第三人投訴之通知，以及為解決該第三人投訴所採取之措施；及
h. for hybrid or remote audit services, such technical capabilities on site as are reasonably required to support the requirements of the audit as may be notified to Client in advance. This will include access to a wireless internet connection of sufficient bandwidth and reliability so as to allow video communication between BSI personnel on and off-site and consent for BSI personnel to engage in such communications (including the communication of any ancillary images from Client site).	h. 就混合或遠端稽核服務而言，可能事前通知客戶，為支援稽核的要求而合理所需之實地技術能力。此包含使用頻寬充足及可信賴之無線網路連線之權限，以允許實地及異地之 BSI 人員進行視訊通訊，並同意 BSI 人員進行該通訊（包含關於客戶辦公地點之任何輔助性影像的通訊）。
10. Client will take all necessary steps to eliminate or remedy any obstacles to or interruptions in the performance of the services.	10. 客戶將採取所有必要措施以消除或回復服務履行之任何障礙或干擾。
11. BSI will not investigate or confirm the truth, accuracy or completeness of any information provided by Client and BSI accepts no liability for any losses, costs or damages suffered or incurred by Client arising out of any incomplete or inaccurate information.	11. BSI 將不會調查或確認客戶提供之任何資訊之真實性、正確性或完整性，且對於因客戶之不完整或不正確資訊所生之任何損失、成本或損害，BSI 不負任何責任。
12. Audit services may be delivered on location, remotely or in hybrid fashion, as determined by BSI. During hybrid or remote audits BSI may record or store any video communications and any personal data in such communications will be processed in accordance with clause 32.	12. 稽核服務可依 BSI 決定以實地、遠端或混合模式進行。於遠端或混合模式進行稽核期間，BSI 得記錄或儲存任何視訊通話，該通話中之任何個人資料將依第 32 條進行處理。
13. Client warrants, undertakes and represents to BSI that all documentation, information and material made available by Client to BSI under the Contract, and BSI's use of the same, does not infringe the intellectual property rights of any third party.	13. 客戶向 BSI 保證、承諾及聲明，客戶依本合約提供給 BSI 之所有文件、資訊及素材及 BSI 對其之使用，並不會侵害任何第三人之智慧財產權。
14. If Client wishes to change the date of an audit, it must provide BSI with at least 30 days' written notice of its intention to do so.	14. 如客戶擬變更稽核日期，其應於至少 30 天前提供載明該意旨之書面通知予 BSI。

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15. Client acknowledges that regulatory third-party observers may accompany BSI from time to time during an audit (including where the audit is conducted remotely) and BSI will endeavour to subject them to confidentiality obligations to the same level as those BSI owes to Client under this Contract. BSI will endeavour to provide the identity of such observer prior to any audit. Client will not be charged any additional fees for such observer.	15. 客戶瞭解第三方監管觀察人得於稽核期間隨時陪同 BSI (包含遠端稽核時) 且 BSI 將盡力使其遵守與 BSI 依本合約對於客戶應負之相同層級之保密義務。BSI 將盡力於任何稽核前提供該觀察人之身分資訊。客戶將不因該觀察人而支付任何額外費用。
16. BSI personnel may abort an audit while on Client's site without BSI being in breach of Contract if BSI personnel experience threatening behaviour or abuse, believe there is a risk to their safety or if Client does not comply with relevant health and safety rules.	16. 如 BSI 人員經歷威嚇行為或虐待而認為其安全已有風險，或如客戶未遵守相關健康及安全規則時，BSI 人員得於在客戶辦公地點時停止稽核且不因此而違反本合約。
17. BSI may refuse to issue any certificate or other document verifying compliance with any law, standard, rule or scheme, or revoke or suspend such issued certificate or other document, if in its reasonable opinion Client does not comply with the requirements of such law, standard, rule or scheme, or fails to comply with any of its obligations under the Contract, or uses BSI's services in such a manner that may be misleading or that may bring BSI into disrepute.	17. 如 BSI 認為客戶未遵守法律、標準、規則或計劃或未遵守其於本合約下之任何義務或以可能有誤導性或可能使 BSI 陷入爭議之方式使用 BSI 之服務者，BSI 得拒絕頒發用於查證遵循法律、標準、規則或計劃之任何證書或其他文件，或撤銷或中止已頒發之該證書或其他文件。
18. The report produced by BSI in the course of providing the services will constitute the sole deliverable for the services and BSI will have no obligation to update the report after its issuance, save where Client reasonably requires updates in relation to incomplete or inaccurate information contained in the report.	18. 提供服務過程中 BSI 製作之報告將構成服務中唯一之應交付之物，BSI 無義務在報告發出後更新報告，但客戶合理要求就報告包含之不完整及不正確資訊進行更新者，不在此限。
19. Unless BSI provides its prior written consent:	19. 除 BSI 提供事前書面同意外：
a. Client will not:	a. 客戶不得：
i. request from BSI or use any advice or materials, including any report, certificate, notes, e-mails or other documents issued by BSI in providing the services (Materials) for the purposes of litigation;	i. 為訴訟目的要求 BSI 或使用任何建議或素材，包含任何報告、證書、記事、電子郵件或 BSI 提供服務時所頒發之其他文件（下稱「 素材 」）；
ii. save for the Certificate, use or distribute the Materials for any purpose other than internal business improvement;	ii. 為內部商業改善以外之目的使用或散布素材，但為證書之目的者不在此限；
iii. refer to the Materials in any document or make the Materials available to any person other than professional advisors who are assisting Client in relation to the services;	iii. 於任何文件提及素材，或將素材提供給協助客戶服務之專業顧問以外之任何人；
b. the Materials (including any interim draft or other advice whether oral or written) will not be relied upon by anyone other than Client; and	b. 客戶以外之任何人均不得仰賴素材（包含任何暫時性草稿或口頭或書面之其他建議）；及
c. Client will not name BSI or refer to BSI or the Materials or the services in any written materials (other than to Client's professional advisors), or any publicly filed documents unless required by law.	c. 除法令另有規定外，客戶不得於任何書面文件（不包含客戶之專業顧問）、或任何公開申請文件中指名 BSI 或提及 BSI 或素材或服務。
This clause 19 will survive expiry or termination of the Contract.	第 19 條於本合約到期或終止後仍為存續。

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20. BSI will at all times remain the owner of the intellectual property rights in the Materials. BSI grants to Client a limited, revocable, non-exclusive licence to display a certificate issued by BSI (Certificate) for so long as it remains valid, either under the terms of this Contract or on the face of the Certificate. Client will not use BSI's intellectual property rights in any Materials except solely to the extent permitted under the Contract.	20. BSI 於任何時間皆為素材之智慧財產權所有人。凡依本合約條款或依證書封面為有效者，BSI 均授與客戶有限、可撤銷、非獨家之授權以展示 BSI 發布之證書（下稱「證書」）。除在本合約允許之範圍內，客戶不得使用 BSI 於任何素材之智慧財產權。
21. For certification schemes owned or managed by third party organisations, BSI may include third party intellectual property rights which are governed by the requirements of such certification scheme. To the extent any such intellectual property rights are included in the Materials, the Client acknowledges and warrants that it shall only use these strictly in accordance with the relevant certification scheme's rules or governance.	21. 就第三方組織所有或管理之驗證計劃，BSI 得納入依該驗證計劃要求所管理之第三方智慧財產權。在該智慧財產權被納入素材之範圍內，客戶瞭解且保證其將嚴格依據相關驗證計劃之規則或治理進行使用之。
22. The licence referenced in clause 20 includes a non-exclusive licence for Client to display the BSI-owned logo (BSI Logo) or third party-owned logo as specified on the relevant Certificate, on or in conjunction with the products or services to which the Certificate relates, in accordance with the terms of this Contract. Client may not sub-license or transfer the right to display any Certificate issued by BSI, BSI Logo or third party-owned logo to any other party. Client may not amend the content or change the appearance of the Certificate or the BSI logo. The licence in clause 20 ends on expiry or termination for any reason of the Contract or relevant Certificate. On expiry or termination, Client will cease all use of the relevant BSI Logo or third party-owned logo.	22. 第 20 條之非獨家授權，包含相關證書或與產品或服務相關之證書所定、供客戶依本合約條款所展示之 BSI 所有標誌（下稱「BSI 標誌」）或第三人所有之標誌。BSI 發布之任何證書、BSI 標誌或第三人所有標誌之展示權利，客戶不得再授權或轉讓給任何其他人。客戶不得塗改證書之內容或變更 BSI 標誌之外觀。第 20 條之授權於本合約或相關證書因任何原因到期或終止時結束。於到期或終止時，客戶將停止使用相關 BSI 標誌或第三人所有標誌。
23. All intellectual property rights in any BSI Logo remains vested in BSI. All goodwill through Client's use of any BSI Logo, or any Certificate or report issued by BSI, will vest in BSI and to the extent any such rights accrue to Client, Client hereby assigns them to BSI. Client will only display the BSI Logo in the form approved by BSI, in accordance with any guidelines and instructions provided by BSI from time to time and only in connection with the products and/or services as specified on the relevant Certificate.	23. 任何 BSI 標誌之智慧財產權皆歸屬於 BSI。客戶使用任何 BSI 標誌、或任何證書或 BSI 發布之報告而取得之所有商譽將歸屬於 BSI，且於客戶取得任何權利之範圍內，客戶均將其讓與 BSI。客戶僅得以 BSI 核准之形式、依據 BSI 隨時提供之任何指引及指令，連同相關證書所指定之產品及/或服務，展示 BSI 標誌。
24. Client will not use, or apply for registration of, any trade mark which consists of, or comprises, or is confusingly similar to any BSI Logo or do, or omit to do, or permit to be done, any act that, in BSI's reasonable opinion, may weaken, damage or be detrimental to any BSI Logo or the reputation or goodwill associated with BSI.	24. 就包含、包括或與任何 BSI 標誌有混淆之虞之商標，客戶不得使用及申請註冊；依 BSI 合理見解可能弱化、損害或有損任何 BSI 標誌或其名譽或商譽之行為，客戶不得為之、疏忽為之或允許為之。
25. To appeal the outcome of a certification service, Client must serve BSI with written notice of appeal in the manner and timeframe as prescribed by the relevant scheme or otherwise as prescribed by BSI on its website.	25. 為就驗證服務之結果進行申訴，客戶應依據相關計劃或 BSI 於其網站所定之形式及時間寄送申訴之書面通知給 BSI。
26. Appeals relating to a certification decision are reviewed and considered in accordance with BSI's internal appeals procedure. The decision of BSI will remain in force pending the outcome of the appeal, which Client and BSI each agree will be final.	26. 驗證決定相關之申訴係依據 BSI 內部申訴程序進行審查及衡量。BSI 之決定於申訴結果確定前繼續有效，客戶及 BSI 皆同意 BSI 之決定將為最終決定。

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27. BSI may recover from Client all reasonable costs it incurs in connection with Client appealing the outcome of a certification decision where the outcome of that appeal finds in favour of BSI.	27. 如客戶對於驗證決定結果進行申訴惟申訴結果對 BSI 有利者，BSI 得要求客戶負責所生之合理成本。
28. For all certification services, BSI may disclose or put into the public domain, on a website or by any other means, Client's name, scope of certification, as well as details of the issuance, suspension, revocation or termination of a Certificate or licence.	28. 就所有驗證服務，BSI 得將客戶名稱、驗證範圍以及證書或執照發布、中止、撤銷或終止之細節揭露或將其置於公共領域、網站或以其他方式公開之。
29. Each party will keep the other party's information confidential for a period of 6 years from receipt and delete it thereafter and will not use or disclose it except in the following situations (in which case, the receiving party will notify the other party if legally able to and within a commercially reasonable time):	29. 各當事人自收到他方當事人之資訊起保密 6 年，並於其後將其刪除且不得使用或揭露之，但下列情形不在此限（此時，接收方當事人將於合法情形下，於商業上合理期間內通知他方當事人）：
a. to the extent required by law, any governmental, regulatory or accreditation authority, or court in any jurisdiction; or	a. 於法律所允許之範圍內，任何政府、監管認證機關或任何司法管轄區之法院；或
b. to the extent required to be disclosed if, in the reasonable opinion of BSI, the health or safety of consumers may be at risk.	b. 在被要求揭露之範圍內，如 BSI 合理認為消費者之健康或安全可能面臨風險者。
30. Notwithstanding clause 29:	30. 儘管有第 29 條之規定
a. BSI may:	a. BSI 得：
i. use the confidential information of the Client for the purpose of exercising or performing its obligations under the Contract (including as necessary, providing to accreditation bodies such confidential information as is required in respect publication of Client's certification on a public certification database); and	i. 為行使或履行其本合約下的義務，而使用客戶的機密資訊（包括於必要時向認證機構提供在公共驗證資料庫上發佈客戶驗證所須之機密資訊）
ii. disclose the confidential information to its affiliates, representatives, or subcontractors who shall be bound by the same confidentiality obligations as set forth in clause 29; and	ii. 向其關係企業、代表人或分包商揭露機密資訊，他們均應依第 29 條規定受相同保密義務之拘束；及
b. either party may use or disclose the other party's confidential information where that information is:	b. 任一方當事人得使用或揭露他方當事人之機密資訊，如該資訊係：
i. generally available in the public domain;	i. 一般得於公共領域取得；
ii. lawfully acquired from a third party who owes no obligation of confidence in respect of the information;	ii. 自對該資訊不負保密義務之第三人合法取得；
iii. was available to the receiving party on a non-confidential basis prior to being disclosed by the other party; and/or	iii. 在被他方當事人揭露前，接收方當事人已基於非保密的方式取得；及/或
iv. to the extent required by law, or by order or directive of any governmental or other regulatory authority or accreditation authority, or by a court or other authority of competent jurisdiction.	iv. 於法律要求之範圍內，或任何政府或其他監管機關或認證機關之命令或指令，或法院或其具有管轄權的監管機關之要求範圍內。
31. Clause 29 will not require either party to delete information that it is required to retain by applicable law, or to satisfy the requirements of any regulatory authority or body of competent jurisdiction to which that party may be subject relevant to the services.	31. 第 29 條不要求任一方當事人刪除適用法律規定要求保存之資訊，抑或滿足（該方當事人就服務相關情形可能受拘束之）任何監管機關或具有管轄權實體之要求
32. To the extent Client information includes personal data, BSI will only process such personal data as set	32. 於客戶資訊包含個人資料之情形下，BSI 將僅處理我們隱私權聲明中規定之該等個人資料，該隱私權聲

(中譯文僅供參考，與原文相較不盡完整，亦有歧異，如有疑義應以英文本為準)

in our privacy notice available at https://www.bsigroup.com/en-GB/about-bsi/legal/privacy-notice/#general-users .	明 請 參 閱： https://www.bsigroup.com/en-GB/about-bsi/legal/privacy-notice/#general-users 。
33. Notwithstanding the provisions of clauses 29 and 32, BSI may convert Client information into an anonymised form. Whether by itself or in aggregate, BSI may analyse such anonymised data or otherwise commercially exploit such data for its business purposes.	33. 儘管有第 29 條及第 32 條之規定，BSI 得將客戶資訊轉換為匿名形式。無論是單獨還是集體的，BSI 均得分析該等匿名資料，或以其他方式為其商業目的對該等資料進行商業利用。
34. BSI will, unless otherwise agreed, invoice Client at the end of the month for the services performed in that month.	34. 除另有約定外，BSI 將於月底就當月提供之服務向客戶開具帳單。
35. Client will settle all invoices within 30 days of date of issue.	35. 客戶將於發票日期起 30 天內結清全部發票。
36. Payments may only be made by electronic transfer to the account detailed on the invoice issued by BSI. On making a payment, Client will provide the relevant invoice number and its customer account number (as stated on the invoice).	36. 款項僅能通過電子轉帳向發票上所載的帳戶付款。於付款時，客戶將提供相關發票號碼及其客戶帳號（如發票上所載）。
37. If Client reasonably believes an invoice includes a sum which is not valid and properly due:	37. 如客戶合理地認為發票中包含一筆無效且已到期的款項：
a. Client will notify BSI in writing within 5 days of receipt of the disputed invoice;	a. 客戶將於收到有爭議的發票後 5 天內以書面通知 BSI;
b. Client will pay all non-disputed sums on the invoice in accordance with clause 35;	b. 客戶將依第 35 條支付發票上全部無爭議的款項；
c. the parties will meet virtually within 10 days of notification under clause 37.a to attempt to resolve the dispute;	c. 雙方當事人將於第 37.a 條通知發出後 10 天內以虛擬方式會面，以嘗試解決爭議；
d. where the parties are able to resolve the dispute, which the parties will negotiate in good faith, to the extent that Client is obliged to pay an amount, then the original payment terms of the disputed invoice will continue to run as if no dispute had been raised; and	d. 如雙方當事人得以解決爭議（雙方將基於誠信進行協商），於客戶有義務支付一定金額的情形下，則有爭議發票的原始支付條款將繼續有效，如同沒有提出任何爭議一樣；
e. where the parties are unable to resolve the dispute, BSI may terminate the Contract immediately on notice and Client will pay BSI all fees, charges and expenses incurred by BSI up until the date of termination with respect to Client.	e. 如雙方當事人無法解決爭議，BSI 得於通知後立即終止本合約，並客戶將向 BSI 支付 BSI 於終止日前對客戶產生的全部費用、手續費及支出。
38. Client will pay BSI all fees, charges and expenses incurred by BSI with respect to enforcing its rights under this Contract in court.	38. 客戶將向 BSI 支付 BSI 因於法庭上行使其本合約下權利所產生的全部費用、手續費和支出。
39. Failure to settle an invoice in accordance with the payment terms will permit BSI to charge interest in accordance with clause 43 from the original due date until the date of payment.	39. 如未能依支付條款結清發票，BSI 將依第 43 條規定自原始到期日至付款日收取利息。
40. Client will pay to BSI:	40. 客戶將向 BSI 支付：
a. the fees for the services;	a. 服務之費用；
b. the current rate for the time BSI is required to spend to carry out special visits or audits or investigate any third-party complaint, or any alleged non-compliance with the relevant standard, regulation or scheme;	b. BSI 進行特別拜訪或稽核或調查任何第三人投訴，或任何涉嫌不遵守相關標準、法規或計畫，所需時間之現行費率；

(中譯文僅供參考，與原文相較不盡完整，亦有歧異，如有疑義應以英文本為準)

c. the full fee for an audit if changed by Client on less than 30 days' written notice or for an audit aborted by BSI due to the grounds in clause 16 above;	c. 稽核之全部費用（如客戶以少於 30 天前之書面通知變更稽核日期或 BSI 因上述第 16 條規定之事由而終止稽核）；
d. the Annual Management Fee for every year or part year of the Contract (the Annual Management Fee is non-refundable should the Contract terminate during the course of a year for any reason);	d. 本合約每一年或部分年度之年度管理費（如本合約於一年度內因任何原因終止，年度管理費不予退還）；
e. the Application Fee (the Application Fee is non-refundable should the Contract terminate for any reason); and	e. 申請費（如本合約因任何原因終止，申請費不予退還）；及
f. an administration fee should Client request amendments to its details on a Certificate.	f. 如客戶要求修改其證書上之資訊，則需支付管理費。
41. Notwithstanding anything to the contrary in these terms, BSI may increase its fees no more than twice annually in line with inflation plus 5%. BSI may increase its fees by a greater amount, but only once it has given Client prior written notice. Within 14 days of receipt of such notice, Client may terminate the Contract by notifying BSI of its intention to do so on 30 days' written notice. If Client provides no notice, Client is deemed to accept the higher increase.	41. 儘管這些條款中有任何相反的規定，BSI 得依通貨膨脹率外加 5%，每年增加不超過 2 次之費用。BSI 僅於事先以書面通知客戶之情形下，得增加更多的費用。於收到該通知後 14 天內，客戶得以 30 天前之書面通知，通知 BSI 其終止本合約之意思表示。如客戶未提供通知，則視為客戶同意較高的新增費用。
42. BSI's fees are exclusive of sales, value added tax or other applicable taxes and/or surcharges, which the Client shall pay in addition to the fees, and such payments shall be paid without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). BSI may increase its fees if:	42. BSI 的費用不包括銷售、增值稅或其他適用稅費及/或附加費用，客戶應在費用之外支付這些款項，並該等款項之支付，不得有任何抵銷、反訴、扣除或扣繳（除法律要求之任何扣除或扣繳稅外）。BSI 得增加其費用，如：
a. Client's instructions change or are found to be not in accordance with the initial details supplied to BSI prior to BSI providing the initial quote contained in the Proposal; or	a. 客戶的指示變更，或客戶的指示經發現有與於 BSI 提供本提案中所載初始報價之前提供予 BSI 的初始資訊不一致者；或
b. any unforeseen problems or expenditure arise in the course of carrying out the services,	b. 於提供服務的過程中所生任何不可預見的問題或支出。
in which case, BSI will be entitled to charge additional fees to cover the additional time and cost incurred to complete the services.	於此情形下，BSI 將有權收取額外費用，以支付完成服務所需的額外時間及成本。
43. BSI may charge interest on overdue amounts at the rate of 4% a year above the central bank base rate in the Republic of China, accruing on a daily basis compounded quarterly.	43. BSI 得按中華民國中央銀行基準利率外加 4% 年利率，對逾期款項按日收取利息，並每季複利。
44. On termination of the Contract for any reason (except due to breach of Contract by BSI), all fees outstanding are due and payable immediately.	44. 於本合約因任何原因終止時（除因 BSI 違反本合約外），全部未支付費用將立即到期且應付。
45. Nothing in this Contract will limit or exclude either party's liability to the other for:	45. 本合約中之任何條款將不會限制或排除任一方當事人對他方當事人就下列情形之責任：
a. death or personal injury caused by its negligence;	a. 因其過失所致之死亡或身體傷害；
b. fraud or fraudulent misrepresentation; or	b. 詐欺或虛偽意思表示；或
c. any other liabilities or losses that cannot be legally limited or excluded by law.	c. 無法以法律限制或排除之任何其他責任或損害。
46. Subject to clause 45, and to the maximum extent permitted by law, BSI will not be liable to Client for:	46. 受第 45 條規定拘束，及於法律允許之最大範圍內，BSI 將不會對客戶就下列情形負責：

(中譯文僅供參考，與原文相較不盡完整，亦有歧異，如有疑義應以英文本為準)

a. any loss of profit, loss or damage to goodwill, loss of or corruption of software, data or information, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, or any indirect or consequential loss arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise; and	a. 任何利潤損失、商譽之損失或損害、軟體、資料或資訊之損失或損壞、銷售或業務損失、契約或合約損失、預期儲蓄損失或本合約下或與其相關所生之任何間接或結果性損失，不論係合約、侵權行為（包含過失）、違反法定義務或其他情形；及
b. any loss, damage or expense arising from:	b. 下列情形所生之任何損失、損害或支出：
i. a failure by Client to comply with any of its obligations under the Contract;	i. 客戶未遵循其於本合約下之任何義務；
ii. any actions taken or not taken on the basis of the Materials;	ii. 依據素材所採取或未採取之任何行動；
iii. any incorrect results or Materials arising from unclear, erroneous, incomplete, misleading or false information provided to BSI by Client.	iii. 因客戶提供予 BSI 不清楚、錯誤、不完整、誤導性或錯誤資訊所致之任何錯誤結果或素材。
47. Subject to clause 45, and to the maximum extent permitted by law, the total liability of BSI to Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract will not exceed an amount equal to the annual fees payable by Client under the Contract. This limitation of BSI's liability will survive termination of the Contract.	47. 受第 45 條規定拘束，及法律允許之最大範圍內，BSI 因本合約或與其相關所生而對客戶負擔之全部責任，不論係合約、侵權行為（包含過失）、違反法定義務或其他情形，將不會超過等同客戶依本合約應支付之年度費用。BSI 之責任限制將於本合約終止後存續。
48. Upon termination or expiration of the Contract, the obligations which by their nature are intended to survive expiration or termination shall survive.	48. 於本合約終止或到期後，本質上擬於到期或終止後存續之義務應存續。
49. Except for proven fraud or gross negligence by BSI, Client will indemnify and hold harmless BSI against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by BSI arising out of or in connection with any claim made against BSI by a third party arising out of or in connection with:	49. 除 BSI 業經證實有詐欺或重大過失，客戶將對 BSI 賠償並使其免受損害於，就 BSI 承受或招致之因第三人向 BSI 因下列或與下列相關之情形向 BSI 提出之任何請求所生或與其相關之全部責任、成本、支出、損害及損失（包括但不限於任何直接、間接或結果性損失、名譽及所有利益損失、罰款及法律費用（以全額賠償為原則計算）及所有其他合理專業服務費用及支出）：
a. BSI performing the services;	a. BSI 提供服務；
b. the subject matter of the certification;	b. 驗證之內容；
c. breach by Client of clause 20 or 21; or	c. 客戶違反第 20 條或第 21 條；或
d. clause 19.	d. 第 19 條。
50. Either party may terminate the Contract at any time by giving the other party not less than 3 calendar months' written notice of its intention to do so.	50. 任一方當事人得隨時於不少於 3 個日曆月前提供他方當事人載明其意旨之書面通知終止本合約。
51. Without prejudice to any rights that have accrued under the Contract, BSI may terminate the Contract, and any other Contract Client has with BSI or BSI group companies, with immediate effect by notice:	51. 於不影響本合約下已生之任何權利之前提下，BSI 得終止本合約及客戶與 BSI 或 BSI 集團公司之任何其他本合約，並於通知時立即生效。
a. if Client breaches any material obligation and such breach remains unremedied after 30 days from the date of notification of such breach by BSI; or	a. 如客戶違反任何重大義務且該違約於 BSI 通知該違約之日起 30 天後仍未補正；或
b. if Client commits a material breach which is incapable of remedy; or	b. 如客戶作成無法補正之重大違約；或

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c. if Client challenges the validity or ownership of any BSI intellectual property rights; or	c. 如客戶質疑任何 BSI 智慧財產權之有效性或所有權；或
d. should BSI have reasonable grounds for believing that Client does not comply with the requirements of any law, standard or scheme applicable to its services; or	d. 如 BSI 具有合理理由相信客戶並未遵循其服務適用之任何法律、標準或計劃之要求；或
e. if, in the reasonable opinion of BSI:	e. 如，BSI 合理認為：
i. Client acts in such a manner that may bring BSI into disrepute;	i. 客戶之行為可能使 BSI 聲譽破壞；
ii. the provision of the services to the Client may bring BSI into disrepute; or	ii. 提供服務予客戶可能使 BSI 聲譽破壞；
iii. the Client is likely to satisfy the provisions set out in clause 52 (a – e).	iii. 客戶可能滿足第 52 條（第 a 至 e 項）之規定。
f. if, in the reasonable opinion of BSI, BSI is unable to comply with clause 7.	f. 如 BSI 合理認為，BSI 無法遵循第 7 條。
52. Without prejudice to any rights that have accrued under the Contract, either party may terminate the Contract immediately if the other party:	52. 於不影響本合約下已生之任何權利之前提下，如他方當事人有下列情形，任一方當事人得立即終止本合約：
a. is unable to pay its debts as they fall due;	a. 未能支付其到期之債務。
b. has appointed a receiver, administrator or manager over its assets;	b. 已為其資產委任接收人、行政管理人或經理人
c. goes into liquidation (except for the purpose of solvent reconstruction or amalgamation);	c. 進行清算（除係為破產重整或合併之目的）；
d. enters into a voluntary arrangement with its creditors; or	d. 與其債權人間簽署自願性安排；或
e. ceases or threatens to cease its business.	e. 停止或威脅停止其業務。
53. Where the Contract is terminated:	53. 當本合約終止時：
a. by Client pursuant to clause 50, Client will pay BSI any costs or expenses incurred or committed to by BSI in respect of 3-month period following the date notice to terminate is provided;	a. 如係由客戶依第 50 條終止，客戶將於提供終止通知之日後 3 個月內向 BSI 支付任何 BSI 產生或其承諾之任何成本或支出。
b. by BSI pursuant to clause 51 (a – e), Client will pay BSI all fees for the services.	b. 如係由 BSI 依第 51 條（第 a 至 e 項）終止，客戶將支付 BSI 服務之全部費用。
54. Either party will not be in breach of the Contract if it is not reasonably possible to perform an obligation due to circumstances beyond its reasonable control. Circumstances beyond its reasonable control include but are not limited to flood, fire, earthquake or other acts of God; war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots, epidemic or pandemic; strikes, labour stoppages or slowdowns; and any law or government order, rule, regulation or direction, or any action taken by a government or public authority, including imposing an embargo, export or import restrictions. If the period of non-performance continues for 30 days, the other party may terminate the Contract by giving 14 days' advance written notice to the non-performing party.	54. 如任一方當事人因超出其合理控制的情形而使其履行義務不具合理可能性，將不構成違反本合約。超出其合理控制之情形包括但不限於洪水、火災、地震或其他天災；戰爭、戰爭之威脅或準備、武裝衝突、制裁之實施、禁運、斷絕外交關係或類似行動；恐怖攻擊、內戰、內亂或暴動、傳染病或大流行病；罷工、停工或怠工；及任何法律或政府命令、規則、條例或指示，或政府或公共機關採取的任何行動，包括實施禁運、出口或進口限制。 如果不履行之期間持續 30 天，他方當事人得向不履行方當事人提供 14 天前之書面通知終止本合約。

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55. Nothing in this Contract is intended to, or will operate to, create a partnership between the parties, or to authorise either party to act as agent for the other.	55. 本合約中之任何條款均不欲或將用於經營、創造雙方當事人間之合夥關係，或授權任一方當事人作為彼此之代理人。
56. BSI may subcontract its obligations under this Contract.	56. BSI 得次承攬其於本合約下之義務。
57. The Contract is personal to Client. Client may not assign, transfer or deal in any manner with its rights and obligations under the Contract. BSI may assign its rights under the Contract to a BSI group company.	57. 本合約對客戶而言具屬人性。客戶不得讓與、轉讓或以任何方式處理其於本合約下之權利或義務。BSI 得將其本合約下之權利讓與予 BSI 集團公司。
58. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, warranties, arrangements and understandings, whether written or oral, relating to its subject matter. Each party acknowledges that the Materials do not represent a warranty of merchantability or of fitness for purpose and, in entering the Contract, it has not relied on, and will have no remedy in respect of, any statement, representation, warranty or understanding that is not set out in the Contract.	58. 本合約構成雙方當事人間之整體合意，並取代及消滅所有先前與本合約標的相關之無論係書面或口頭之草稿、合意、保證、安排及承諾。各當事人瞭解素材並不表示係對適銷性或合目的性之保證，且於簽署本合約時，各當事人並未依賴本合約未規定之任何陳述、聲明、保證或承諾，亦不會就其取得任何法律救濟。
59. A person who is not a party to the Contract will not have any rights under or in connection with it.	59. 非本合約當事人之將不享有本合約下或與其相關之任何權利。
60. A failure to or delay in enforcing a right or remedy under this Contract does not constitute a waiver of that right or remedy.	60. 未能或遲延執行本合約下之權利或法律救濟並不構成對該權利或法律救濟之拋棄。
61. If this Contract has been translated into a language other than English, the English version will prevail to the extent of any inconsistency with the translation.	61. 如本合約經翻譯成英文以外之語言，於翻譯歧異之範圍內，應以英文版本為準。
62. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the remainder of the Contract will not be affected.	62. 如任何法院或主管機關認定本合約之任何規定（或任何部分規定）為無效、違法或無法執行，該規定或部分規定將於被要求之範圍內，視為已刪除，且本合約其餘部分之有效性及可執行性將不受影響。
63. Any notices to a party in connection with the Contract must be in writing and sent by email or delivered to the party's address set out in the Contract.	63. 向本合約當事人發送與本合約相關之任何通知，應以書面為之並以電子郵件寄送或送達至當事人於本合約所載之地址。
64. Client will bring any claim or proceeding of any nature against BSI in writing within 6 months of the earlier of the date that BSI complete providing the services to Client or the date on which the Contract expires or terminates.	64. 客戶將於 BSI 完成向客戶提供服務之日或本合約到期或終止之日（視孰為先者）起 6 個月內以書面形式向 BSI 提出任何請求或任何性質的程序。
65. This Contract will be governed by the laws of the Republic of China. The Taiwan Shihlin district courts will have non-exclusive jurisdiction to adjudicate any disputes arising under it.	65. 本合約將受中華民國法律管轄。臺灣士林地方法院將具有非專屬管轄權，以裁決本合約下所生之任何爭議。