

本契約書為您（提案人）在 OHPRO 網站上提出設計展示專案時，您必須同意的提案契約書內容，當您提出專案內容時，OHPRO 網站會請您詳閱並同意本契約書內容後才可送出。

提案人（以下稱乙方）基於刊登及宣傳設計展示專案之需求，歐普羅股份有限公司（以下稱甲方）租借 <http://www.OHPRO.com> 網域（以下簡稱「本網站」）之網頁空間，透過該網頁向第三人展示設計概念，就甲乙雙方有關該租借網域及其他宣傳相關之權利與義務，雙方同意並訂定契約條款如下述，乙方完成提案、或勾選「同意提案契約書」時，即視為已閱讀、瞭解、並同意以下所有約定條款之所有內容。

- 刊載設計展示專案要件

第一條 — 提案人資格

乙方必須是具備完全行為能力之自然人、或合法登記之法人或團體。若乙方為未成年人，應由其法定代理人閱讀、瞭解、並同意 OHPRO 網站設計展示專案委託契約書（「本合約」）之所有約定內容及其修改後之內容，始得開始使用或繼續使用本服務。

第二條 — 提案人身分資料

乙方應擔保其所提供的 GOOGOLE 會員註冊資訊和個人身分資訊，均為正確且即時的資料，且不得以他人之名義代為向本網站申請設計展示專案；如乙方所提供的資訊事後有變更，乙方應即時更新其資訊。如乙方未按指定方式提供資訊、或所提供之資訊不正確或與事實不符、或未即時更新資訊，甲方得不經事先通知，隨時拒絕、或暫停對乙方提供本服務。

- 使用網域之相關問題

第三條 — 檔期安排

1. 乙方所提之申請案，經甲方審查通過後，由甲方依據實際需求、乙方申請展出之時間及其他因素綜合考量後，通知乙方其設計展示專案上架之日期及展出期間。
2. 乙方應依排定之檔期按時展出。如因任何原因須延期展出，須於甲方依前款函覆展出檔期後十五個工作天內，以電子郵件回覆至甲方信箱（hello@OHPRO.com）。延期以一次為限，且不得超過一個月。如未能按時展出，又未事先通知甲方者，甲方有權拒絕乙方之展出申請，並無條件解除契約之權利。

第四條 — 使用期間

甲方依本契約第四條有關檔期安排之規定，於租用期間內，有提供本網站之網域空間讓乙方刊載設計展示專案內容之義務。惟就刊載期間，甲方有決定及調整檔期起始或結束時間之權利。

第五條 — 刊載內容

3. 乙方應完整刊載包含：
 - 專案說明影片及圖片
 - 專案詳細說明文案
4. 本網站上所刊載之物件、說明內容、及相關訊息，包括所刊載之多媒體檔案，均係由乙方自行提供、上載、及發布，並由本服務系統刊載於網站，乙方保有其智慧財產權並擔保其內容之真實性、合法性、即時性等，甲方就刊載內容之真實性、合法性、即時性等並無審查之義務，亦不負任何明示或默示之承諾或擔保。乙方所刊載之物件、說明內容、或相關訊息等，如有違反法令、違背公序良俗、侵害第三人權益、或有違反本合約之虞之情形，甲方得不經事先通知，直接加以移除、使之無法被存取或被閱讀、或採取其他限制性措施。
5. 乙方上載、傳送或提供物件資料或其他相關資料至本網站及相關公司電子郵件信箱時，視為乙方已獨家授權甲方得經由平面或電子形式，重製、散布、公開播送、公開上映、改作、編輯、公開發行、公開發表、或公開傳輸該等資料，並以該資料為基礎進行製造與販售。在未經甲方同意前，乙方不得將相同設計之產品與概念刊於其他網站或再授權其他個人、團體、網站、公司。
6. 乙方提供之所有內容，乙方需自行確認保證已取得合法使用資格，並取得於媒體公開播送及公開傳輸等權利，若涉及相關之智慧財產權和法律問題等，皆由乙方自行處理，與甲方無涉。
7. 若因此致甲方受有任何名譽或實質上之損害，乙方須對甲方負損害賠償責任。

第六條 — 展出終止

8. 甲方之終止權
 - 若乙方所提供之內容，引起第三人對其或甲方有任何權利之主張，甲方得要求乙方向第三人協議；協議不成，甲方得停止乙方展出之內容，並無條件解除契約，並由乙方負責承擔退費所需之衍生費用。
 - 若乙方所提供之內容，有法規、公序良俗或其他相類不妥適展出之事由，甲方有權增刪、修改或停止乙方展出之內容。
9. 乙方之終止權
 - 自租用期間開始至結束，乙方在徵得甲方同意後，得隨時終止展出。
 - 乙方依前款解釋終止展出時，乙方須就甲方因此所生之所有損害為賠償。
10. 雙方因前兩項事由停止展出並終止契約關係後，雙方之權利義務，除本契約有約定部分外，依民法有關之規定訂之。

- 租用網域外之其他宣傳相關問題

第七條 — 文宣品及出版品

乙方因本設計展示專案製作各式文宣品，甲方得要求乙方提供一定份數，供甲方宣傳使用。乙方同意甲方依本設計展示專案宣傳之需要而重製上述各式文宣品。

第八條 — 租用期間屆滿後授權

租用期間屆滿後六個月內，甲方享有進行原內容或衍生內容之推廣目的之授權，並進行必要之再授權。若雙方在期滿前日曆日三十天內，未書面向他方為不續約之意思表示時，本約自動延長一年，其後亦同。

- 價金給付方式

第九條 — 獲利給付金額：

甲乙雙方訂定透過本網站為乙方辦理設計展示專案並取得第三方客戶同意採購並銷售及取得現金後，甲方扣除其所訂定之整體產品成本(包含管理、行銷、開發、運輸)後，將其淨利之 60% 分享乙方，乙方需自行負擔其所在地的所有稅務及其他成本，非經甲方同意，乙方不得變更。

- 資料保存與使用

第十條

乙方同意甲方於展示期間結束後 10 年內，保存乙方登錄之資料。

第十一條

乙方透過甲方與本網站收集之個人通訊資料，除用於履行前間之買賣契約者外，不作其他用途，並不得出售、出租、交換或給予與第三人。

- 與契約外第三人間之權利義務關係

第十二條

乙方應自行負責與已贊助之第三人進行回饋之磋商及履行，甲方認為必要時，得就乙方所提供之資料、所刊載之物件及相關訊息、以及與募資相關之事項等，要求乙方就其所涉及之疑義或爭議，即時提出說明及有關資料。

第十三條

若乙方未能交付或延遲交付第三人約定之回饋，或因回饋之品質、效用之瑕疵所生之任何糾紛，乙方應負擔一切損害賠償責任，概與甲方無涉。

- 損害賠償違約金

第十四條

若乙方違反本契約書第一至九條及第十五至十七條條文，因而致使甲方蒙受實質或名譽上之損害，應以甲方所受之損害（含法律訴訟及律師費用）或乙方所受之利益，兩者取其高，作為給付甲方之損害賠償金。

- 其他重要條款

第十五條 — 書面

本契約，經契約雙方當事人同意，得以電子文件代替書面。（參照我國電子簽章法第四條）

第十六條 — 送達

本契約所有之通知義務，經雙方當事人同意，得以電子郵件為送達方式。

第十七條 — 保密義務

甲乙雙方於展出前應互負保密義務；展出後但未公開的磋商內容，亦同。

第十八條 — 免責聲明

展品、文宣品、及出版品等所涉及之智慧財產權相關爭議、展出報備、及其它須事先處理問題，皆由乙方自行處理，與甲方無關。

第十九條 — 契約解釋

補充協議及疑義解釋：本合約條文如有未盡事宜，經雙方同意得以附件補充之，如有疑義應由雙方本友善互助之原則協商處理。

第二十條 — 合意準據法與管轄

1. 本契約書之解釋與履行以中華民國法律為準據法。
2. 因本契約發生或與本契約有關之任何糾紛，應由雙方當事人依相關法律之規定，秉持誠信原則商議解決之。如協議不成，雙方同意以台灣台北地方法院為第一審管轄法院。

第二十一條

本本合約以電子文件形式行之，或勾選「同意提案契約書」時，即視為已閱讀、瞭解、並同意以上所有約定條款之所有內容。

The contents of the "Proposal Agreement" (hereafter referred to as this Agreement) stipulate the terms and conditions you (the proposer) have to agree with at the time you propose a design exhibition project on the OHPRO website. You will be requested to peruse and agree with the terms and conditions set forth in this Agreement designed by the OHPRO website before you can submit a project proposal. The proposer (hereafter referred to as Party B) proposes to rent a web space from the website <http://www.OHPRO.com> (hereafter referred as to this Website) of the OHPRO Inc. (hereafter referred to as Party A) for the purpose of displaying its concepts of design on the web space to third parties. This agreement is made by and between Party A and party B to stipulate the following clauses pertaining to the rights and obligations arising out of or in connection to the web space renting and other relevant promotions. Party B is deemed to have read, understood, and agreed with the contents of the following clauses to their entirety by ticking the "Agree with the Proposal Agreement" box before completing the proposal procedures.

- **Important Matters of the Design Exhibition Project**

Article 1 – Qualification Requirements for Proposer

Party B must be a natural person with full contractual capacity, a legally-registered legal person, or a legally-registered organization. In the event where Party B is a minor, the legal guardian of Party B has to read, understand, and agree with the entire contents and the amended contents set forth in this Agreement pertaining to consignment of the design exhibition project on the OHPRO website, prior to commencing or continuing to use the website services

Article 2 – Information in Relation to the Identity of the Proposer

Party B shall warrant the accuracy and up-to-date of the Google membership registration information and personal identify information which is provided to Party A. A design exhibition project application made in the name of others is not permitted. Shall there be any modifications to the information that Party B has previously supplied to Party A, Party B is obligated to update such information promptly. In the event where Party B fails to provide information in adherence to a required mode, or where the provided information is inaccurate, far from the truth, or not up-to-date, Party A reserves the right to refuse or cease the provision of services to Party B anytime without any prior notice.

- **Matters in relation to the Usage of Web Space**

Article 3 – Scheduling

1. After the proposal of Party B is assessed and approved by Party A, Party A shall notify Party B of the commencement date of the design exhibition project along with the duration of the exhibition after taking a comprehensive consideration of practical needs of Party A, the exhibition time and date applied by Party B, and other factors.
2. Party B is obligated to have the design project exhibited at the scheduled time. In the event where Party B wishes to delay the exhibition for whatever reason, a reply email should be sent to Party A' s email address: hello@OHPRO.com within fifteen (15) days of receipt of the notification hereinbefore with a scheduled exhibition date from Party A. An appeal for an exhibition deferral is only allowed for one time, and the maximum time for deferral is one (1) month. In the event where Party B fails to make the exhibition on time and no prior notice is given to Party A, Party A reserves the rights to refuse the future exhibition application of Party B and terminate the Agreement unconditionally.

Article 4 – Terms of Use

Party A, in accordance with the provisions set forth in Article 4 which govern the scheduling of exhibitions, has the responsibility to provide the domain space of this Website to Party B to exhibit the content of its design project during the term of the lease. However, during the period of exhibition, Party A reserves the right to adjust commencement and conclusion dates of the exhibition.

Article 5 – Exhibited Contents

3. Party B shall exhibit the complete contents of the following items :
 - o videos and pictures to illustrate the project
 - o detailed word texts to illustrate the project
4. All items, descriptions, and relevant information exhibited on the Website, which include the displayed multimedia files, are all self-provided, uploaded, and published by Party B for exhibition on the Website through Party A' s service system. Party B reserves the intellectual property rights of all exhibited works, and is obligated to ensure the factuality, legality, and instantaneity of the exhibited contents, whereas Party A neither has the obligation to verify the factuality, legality, and instantaneity of the exhibited works nor makes any promise or guarantee, whether

explicitly or implicitly. In the event where Party' s exhibited items, descriptions, or relevant information are transgressing the laws, defying the public order and good customs, infringing on the rights of a third party, or are suspected to breach the terms and conditions set forth in this Agreement, Party A reserves the right to remove the exhibited content, make saving or reading the exhibited content unavailable, or adopt other restrictive measure without giving prior notice to Party B.

5. At the time items, information, or other relevant information is sent to this Website or emails of associated companies by Party B, Party B is deemed to have granted Party A the exclusive rights of reproduction, dissemination, public broadcasting, public showing, alternation, editing, public publication, public release, and public transmission of such information whether in the form of electronic or paper-based mode, and proceed with production and sales based on such information. Without the consent of Party A, Party B is not permitted to publish products and concepts of the same design on other websites, or grant the same rights to other individuals, groups, websites, or companies.
6. With regard to the entire contents of the exhibition, Party B has to ensure that the legal right of usage, as well as the permit for public broadcasting on the media and public transmission have been obtained. In the event where complications such as intellectual property rights and legal issues are involved, Party B bears the full responsibility for dealing with such matters which Party A has no party in.
7. In the event where Party A' reputation is harmed or suffering from substantial detriment as a result of the aforesaid matter, Party B is responsible to indemnify Party A for such losses and damages.

Article 6 – Termination of Exhibition

8. Party A' s Right to Terminate this Agreement
 - o Under the circumstance that Party A faces a third party who claims any right or interest in the contents provided by Party B, Party A reserves the right to request Party B to make an agreement with the third party. Shall the agreement be unsuccessful, Party A reserves the right to cease the exhibition of Party B and terminate this Agreement unconditionally, and all costs and expenses deriving from a refund issue shall be borne by Party B.

- Under the circumstance that any content provided by Party B is not suitable for exhibition due to failure to comply with laws, public order and good customs, or for any other reasons, Party A reserves the right to add, delete, modify, or cease the exhibition of Party B.

9. Party B' s Right to Terminate the Agreement

- At any point during the exhibition, Party B can terminate the exhibition upon the approval of Party A.
- In the event where the exhibition is terminated by Party B pursuant to the preceding provision, Party B shall indemnify Party A for all losses and damages incurred as a result of the exhibition termination.

10. After both parties cease the exhibition and terminate the contractual relationship, the rights and obligation of both parties which are not regulated by this Agreement shall be settled by relevant provisions of the Civil Law.

- **Matters Pertaining to Other Promotions outside the Rented Web Space**

Article 7 – Paper-based Promotional Products and Publications

Party A, for the purpose of promoting the design exhibition project, has the right to request Party B to provide certain copies of a variety of paper-based promotional products which are manufactured for the exhibition. Party B agrees that Party A has to right to remake the various paper-based promotional products for the purpose of promoting the design exhibition project.

Article 8 – Authorization upon the Expiration of this Agreement

Within six months after the expiration of this Agreement, Party A is authorized to promote the original and derivative contents of the exhibition and to extend the period of such authorization if necessary. Under the circumstance that no written notification which specifies no intention of renewal is sent to the other party within thirty (30) days prior to the expiration of this Agreement, this Agreement shall be automatically renewed for one more year, and the same rule applies to the coming years.

- **Methods of Payment**

Article 9 – Amount Payable for Profit

The Agreement is made and between Party A and Party B whereby Party A is to exhibit the design exhibition project of Party B, sell the exhibited product, and receive cash after obtaining a third party customer's agreement to purchase. After deduction of the overall product costs (including costs of management, marketing, development, and transportation) which are set by Party A, Party A shall give 60% of the net profit to Party B, who has to bear all taxes under the laws of the jurisdiction where it operates, and all other costs and expenses. Party B has no right to amend any part of this article without Party A's consent.

- **Data Storage and Usage**

Article 10

Party B agrees that Party reserves the right to keep the submitted data of Party B within ten (10) years after the end of the exhibition.

Article 11

All personal information collected by Party B through Party A or this Website cannot be used for purposes outside fulfilling the contractual obligations of the aforesaid purchase and sales contracts. Selling, leasing, exchanging, or disclosing such information to a third party is also not permitted.

- **A relationship of rights and responsibilities with a third party not governed by this Agreement**

Article 12

Party B is solely responsible for ant consultation with a sponsoring third party for the fulfilment of rewards. If necessary, Party A has the right to request Party B to give explanations or relevant data for any ambiguity or dispute arising out of or relating to the data, exhibited items, and relevant information which are provided by Party B, or matters relating to fundraising.

Article 13

Party B is solely responsible for any indemnity as result of any failure or delay in delivering an agreed reward to a third party, or any dispute

arising from a faulty quality or malfunction of the delivered reward, which Party A takes no part in.

- **Indemnity and Liquidated Damage Payment**

Article 14

In the event where Party A' reputation is harmed or suffering from substantial detriment as a result of Party B' s default of any provision of Articles 1 through 9, Article 15, or Article 17 in this Agreement, Party B shall pay Party A liquidated damages either in the amount of Party A' s losses due to the damage (including lawsuit and lawyer fees) or Party B' s profits as a result of such breach, depending on whichever amount is higher.

- **Other Important Clauses**

Article 15 - Written Correspondence

An electronic form of this Agreement can be used to replace a paper-based agreement upon the consent of both contracting parties (please refer to Article 4 of the Electronic Signatures Act of the Republic of China)

Article 16 - Delivery of Correspondence

All notifications in relation to this Agreement are to be delivered by emails upon the consent of both parties.

Article 17 - Confidentiality Obligation

Both parties shall observe the same confidentiality obligation prior to the exhibition. The confidentiality obligation also applies to undisclosed contents of discussions after the commencement of the exhibition.

Article 18 - Disclaimer

In the event where an intellectual property right-related dispute arises out of or in connection with the exhibited items, paper-based promotional products, and publications, or there are issues which need to be handled in advance such as informing relevant authorities about the exhibition, Party B is solely responsible for the issues hereinbefore where Party A is exempted from any responsibilities.

Article 19 – Interpretation of Agreement

Supplementary clauses and interpretation of ambiguities: if there are matters not mentioned in this Agreement, annexes can be added as supplements with the consent from both parties. Ambiguities arising from this Agreement should be resolved by both parties through friendly and cooperating consultations.

Article 20 – Applicable Law and Governance

1. This Agreement should be construed and performed with the laws of the Republic of China as the principal governing laws.
2. Any dispute arising out of or in connection with this Agreement should firstly be resolved by both parties in adherence to provisions of the governing laws, and through consultations in accordance with the principal of good faith. If such dispute cannot be resolved, both parties agree to use the Taiwan Taipei District Court as the competent court for the first trial.

Article 21

This Agreement is made in the form of an electronic file. By ticking the “Agree with the proposal agreement” box, one is deemed to have read, understood, and agreed to the contents of the provisions hereinbefore in their entirety.