

Real-Time Stock Price Quotes Service Subscription Agreement

東亞證券 - 即時股票報價服務用戶協議書

In consideration of East Asia Securities Company Limited ("EAS") agreeing to provide financial information service (hereinafter called the "Service") to me/us, I/we, as subscriber, hereby agree and accept that : —

鑑於東亞證券有限公司(「東亞證券」)同意提供金融資訊服務(下稱「服務」)予本人(等),本人(等)同意及接受如下:-

- I/We shall pay EAS for the Service at the charges and terms as per the tariffs published from time to time for such Service all of which may be varied by EAS by giving 1 month notice in writing to me/us.
- All information in the Service is to be treated as copyright
 material of EAS and is not to be copied or retransmitted in
 any form or otherwise reproduced in/on any medium without
 the written agreement of EAS except that where such
 terminals permit, the information may be recorded and
 replayed or printed solely for my/our own use.
- 3. EAS, the Stock Exchange of Hong Kong Limited and any company or organisation from which information for the Service is sourced will endeavour to ensure the accuracy and reliability of the information provided but will not guarantee its accuracy and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.
- 4. EAS will endeavour to provide information during the stated hours of operation but will not guarantee that access to the Service will always be immediate or uninterrupted and EAS reserves the right to change the hours of service and information provided.
- The Service may be terminated by either party by giving the other not less than 1 month notice in writing.
- This Service Agreement shall be automatically renewed every month unless a notice of termination has been submitted by either party per Clause 5 herein above.
- Without prejudice to Clauses 5 and 6 above, EAS may suspend the Service forthwith in the event that any charges levied hereunder remain unpaid after becoming due or that I/we am/are or in the reasonable opinion of EAS, I/we may become insolvent.
- EAS is not responsible for any injury, loss or damages howsoever caused as a result of the use or operation of any equipment or computer program supplied by EAS or any other parties to me/us irrespective whether the same be obtained on the advice of, from or through EAS.
- I/We shall not, without the prior written approval of EAS (such approval not to be unreasonably withheld) disseminate the information or any part thereof to third parties.
- I/We shall not use or permit the use of the information or any part thereof for any illegal purpose.
- 11. This agreement contains all the terms on which the Service will be provided by EAS to me/us and no variation or waiver can be valid without the same being agreed to and granted by EAS in writing.

- 本人(等)將支付東亞證券此服務不時修訂之收費,而東亞證券可以1個月之書面通知得以修訂該收費。
- 2. 此服務所提供的資訊被視為東亞證券所擁有之版權,在未經東亞證券之書面同意前,此等資訊不可以任何形式複製或傳送。除非本人(等)在使用之終瑞機容許下,該資訊可錄製及播放或列印及只供本人(等)之用。
- 3. 東亞證券、香港聯合交易所及提供此服務資訊之有關公司或機 構將盡量確保資訊準確及可靠,但並不擔保其準確性及不負責 因此而引致之任何損失或賠償(無論在民事、契約或其他方 面)。
- 4. 東亞證券將確保於指定時間內提供資訊,但並不保證服務可隨時接通或不受干擾及東亞證券保留更改提供服務資訊時間之權利。
- 5. 任何一方欲終止服務須給予對方不少於1個月之書面通知。
- 6. 除非任何一方已給予對方於上列第5項之通知,服務協議將每月 自動續期。
- 7. 以不損害上列第5及第6項之權利下,倘有任何到期尚未繳清之 收費或東亞證券有合理地相信本人(等)無力償還債務,東亞 證券可暫停有關服務。
- 8. 東亞證券不負責因使用任何機件或由東亞證券或其他人仕提供 之電腦程式予本人(等)而引致之任何損失或賠償,無論該等 機件或程式是否由東亞證券直接或間接提議使用。
- 本人(等)在未經東亞證券之書面同意前(該同意不會不合理 地遏制),不可分發全部或部份資訊予第三者。
- 本人(等)將不可利用或不許可利用全部或部份資訊作非法用途。
- 11. 本協議包括東亞證券將提供予本人(等)此服務之所有條款。 在未經東亞證券書面同意前,任何更改或豁免將予無效。

East Asia Securities Company Limited 東亞證券有限公司

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