



eBSData Service Agreement

TERMS & CONDITIONS

1. INTRODUCTION

1.1. Parties

This Agreement is made between

(1) eBroker Systems Limited (“eBroker”) AND

(2) _____ (“Subscriber”)

whose particulars are set out below:-

1.2. Definitions

In this Agreement the following expressions shall have the following meanings:

- | | |
|-------------------------|--|
| “Tung Tai ” | means Tung Tai Securities Company Limited of 506-508 Two Exchange Square, 8 Connaught Place, Central, Hong Kong. |
| “Content” | includes without limitation any content, software, data, information, messages and all textual, still image, graphical and other content or material that can be accessed by or through eBSData; |
| “Sources” | means all Content suppliers including but not limited to The Stock Exchange of Hong Kong Limited and other exchanges and specialist data providers whose Content is contained with eBSData; |
| “Login ID and Password” | means any unique personal identifiers issued by eBroker to the Subscriber for gaining access to eBSData; |
| “eBSData” | means the service provided by eBroker which the Subscriber wishes to access via the Internet. |

2. LICENCES AND MUTUAL OBLIGATIONS

2.1. Obligations of eBroker

- 2.1.1. At the request of Tung Tai, eBroker shall grant to Subscriber a non-exclusive and non-transferable right to access eBSData in accordance with the terms and conditions of this Agreement and subject to any and all copyright notices or restrictions applicable to eBSData and its Content and such right shall not permit local area network or wide area network distribution of Content and is for individual use only.
- 2.1.2. eBroker shall through Tung Tai authorize each Subscriber upon a Login ID and Password for access to eBSData.
- 2.1.3. eBroker reserves the right at all times to immediately (i) suspend the Subscriber’s access to eBSData without notice, where eBroker is of the opinion that the Subscriber has breached any of the terms contained in this Agreement or that such action is appropriate, desirable or necessary in the reasonable opinion of eBroker; (ii) amend any of the terms and conditions of this Agreement which

amendments shall be notified to the Subscriber and which shall take effect 7 days after any such notification is made.

- 2.1.4. eBroker may, at its absolute discretion and at any time, add, amend or remove, without prior notice to Subscriber, alter the presentation, substance, and functionality of any Content.

2.2. Obligations of Subscribers

- 2.2.1. Subscriber hereby acknowledges that eBSDData and the Content are proprietary to and/or the copyright of eBroker and/or eBroker's holding companies, subsidiary companies or associated companies and/or Sources and are for use solely by the Subscriber, and the Content provided by eBSDData may not be copied, manipulated, republished or redistributed to third parties in any form by any means without the prior written consent of eBroker and, where necessary, the Sources.
- 2.2.2. Subscriber shall forthwith notify eBroker in writing of any misuse of, or infringement of, the copyright of any Content.
- 2.2.3. The Subscriber will not trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of eBroker's servers, its Content and/or any data areas for which the Subscriber has not been authorized by eBroker.
- 2.2.4. The Subscriber shall not assign, transfer or sub-license all or part of its right or obligations under this Agreement.

3. DISCLAIMER OF WARRANTY AND LIMITATIONS OF LIABILITY

3.1 Disclaimer of Warranty

Subscriber expressly acknowledges and agrees that eBSDData is provided to it on an "as is" basis and that its use of its Content is at its sole risk. Neither eBroker nor the Sources make any warranty of any kind whatsoever (save for those expressly stated in this agreement) relating to eBSDData including any Content furnished through eBSDData, express or implied, including without limitation, non-infringement of third party rights or merchantability or fitness for any particular purpose of use. eBroker and the Sources endeavour to ensure the accuracy and reliability of the Content provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

3.2 Limitation of Liability

- 3.2.1. Neither eBroker nor the Sources shall be liable to Subscriber or anyone else for any direct, indirect, consequential or incidental loss, costs or damages, nor any special or punitive damages, or injury caused in whole or in part by eBroker's or the Sources' negligence in procuring, compiling, interpreting, editing, reporting or delivering any Content. In no event will eBroker or the Sources be liable to Subscriber for any direct, consequential, incidental, special or punitive damages, including any lost profits or lost savings, or for any third party claim of any nature whatsoever related to eBSDData or its use.

- 3.2.2. Notwithstanding the foregoing, in no event shall eBroker or the Sources be liable for any damages incurred by Subscriber or any third party including without limitation direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the service unless caused by eBroker negligence or wilfull misconduct, in which case the liability shall not exceed 3 months service fees.
- 3.2.3. Subscriber will indemnify eBroker and the Sources, their servants and agents, and hold eBroker and the Sources, their servants and agents, harmless against all claims, liability, losses, damages and expenses, including, without limitation, legal fees and costs arising out of or incurred as the result of any claims made, or litigation brought, against eBroker and the Sources, their servants and agents, as a result of the use by Subscriber of the Content or part thereof.

4. TERMS AND TERMINATION

4.1. Term

This Agreement shall take effect upon the Subscriber's signing and shall continue until the termination of the Agreement.

4.2. Termination and effect

- 4.2.1. eBroker may terminate this Agreement forthwith at any time by notice to the Subscriber if the Subscriber breaches any term of this Agreement or if the Subscriber's use of or actions in connection with eBSDData are inappropriate in the reasonable opinion of eBroker.
- 4.2.2. Subscriber acknowledges that this Agreement will be terminated forthwith upon termination of the agreement between eBroker and Tung Tai and that Subscriber shall enter into a new subscription agreement with eBroker for the continued provision of eBSDData to the Subscriber and that the Subscriber shall have no claim whatsoever against eBroker for any interruption of eBSDData thus arising.
- 4.2.3. Upon the effective date of termination of this Agreement all licenses and other rights and privileges granted to the Subscriber under the terms of this Agreement shall forthwith cease.

5. GENERAL

5.1. Notice

All notices provided pursuant to this Agreement shall be in writing sent by personal delivery, facsimile transmission, electronic mail or by post, to the appropriate party at the parties addresses contained on the registration form or as otherwise agreed in writing between the parties. Such notice shall be deemed effective, in the case of personal delivery on the date of actual delivery; in the case of facsimile transmission and electronic mail, on the date of transmission; and in the case of postal mail, on the date set forth on the postal mark.

5.2. Invalidity

If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

5.3. Entire Agreement

This Agreement forms the entire understanding between the parties hereto and all other statements, representations and warranties in relation to eBSDData whether expressed or implied by statute, law or otherwise howsoever are hereby excluded.

5.4. Personal Data

Subscriber hereby authorizes eBroker to release and supply Personal Data of the Subscriber to the Stock Exchange of Hong Kong Limited and other exchanges and specialist data providers in connection with the provision of eBSDData and the Content to the Subscriber pursuant to this Agreement. Subscriber also consents to Tung Tai releasing any of its data to eBroker for purpose related to the subscription and use of eBSDData.

5.5. Governing Law and General Provisions

The validity construction and performance of this Agreement shall be governed by the laws of Hong Kong Special Administrative Region and both parties hereby submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

I/We hereby acknowledge that I/We shall comply with the above Terms and Conditions.

Signed by the Subscriber

Signature _____

Name : _____

Address : _____
