

**期貨報價服務申請表****FUTURES QUOTE SERVICE APPLICATION FORM**

用戶聯絡資料 End-user Information			
稱謂 Title	<input type="checkbox"/> 先生 Mr. <input type="checkbox"/> 太太 Mrs. <input type="checkbox"/> 女士 Miss	日期 Date	
客戶名稱 Client Name		客戶號碼 Account Number	
聯絡電話 Contact No.		傳真號碼 Fax No.	
國籍 Nationality		電郵地址 E-mail Address	
申請及付款細則 Application Details and Payment Terms			
服務計劃 - 香港期貨市場 Services Plan - Hong Kong Futures Market <input type="checkbox"/> 串流期貨行情報價 Streaming Futures Quotes <input type="checkbox"/> 指數期權報價 Index Options Quotes <input type="checkbox"/> 服務費用每月港幣 150 元 Service Fee HKD 150/Month 生效日期 Effective Date _____			
付款細則 Payment Terms: 1. 客戶在簽署申請表後，須立即繳付當月之服務費。有關收費將於遞交申請當日自客戶的期貨帳戶自動扣除，之後將於每月第一個交易日自客戶的期貨帳戶自動扣除。若服務不足一個月或中途取消計劃，服務費亦以一個月計算。若客戶的期貨帳戶結餘不足以預支有關月費，有關服務將會立即自動停止。客戶如需繼續使用此服務，可聯絡本公司之客戶服務部主任。 Client is required to settle the monthly service charge immediately after submitting this Form. The concerned charges will be automatically deducted from the client's account on the day of submission, and subsequently on the first trading day of each month. Service period less than one month will be charged on a full month basis. In case the balance of the client's account falls below the service charge due, all stock quote services will be suspended automatically. Please contact our Customer Service Officer to resume the service. 2. 客戶可隨時遞交已簽妥之《取消期貨報價服務》以終止此報價服務。 Client can at any time submit a duly signed Cancellation of Futures Quotes Service Form to terminate the service. 3. 請將填妥及簽署後的表格郵寄或遞交至香港灣仔港灣道 26 號華潤大廈 29 樓 2907-08 室客戶服務部。 Please post or submit the duly completed and signed Form to Customer Services Department, Room 2907-08, 29/F., China Resources Building, 26 Harbour Road, Wanchai, Hong Kong.			

本人特此: I hereby:

確認已細閱、明白及遵守《客戶協議》中有關“電子交易”的規定，

Confirm having read, understood and agree to observe the terms contained in “Electronic Trading” of the Client Agreement,

確認已細閱、明白及接受以上服務的條款，並

Understood and agree to observe the above service terms, and

授權中國天元商品及期貨有限公司從上述帳戶內扣除報價系統服務的費用。

Authorize China Tian Yuan Commodities and Futures Limited to deduct the stock quote service charge from the abovementioned account.

客戶簽署

日期

Client Signature _____

Date _____

只供內部使用 For official use only

Received by CS / AE	Signature Verified by	Input by	Approved by
Name	Name	Name	Name
Date	Date	Date	Date



用戶條款內容及細則 Terms and Conditions

1. 序言

Introduction

1.1 訂約各方

Parties

本合約是由(1)中國天元商品及期貨有限公司〔簡稱 "中國天元期貨"〕及(2)名稱列載於上頁之用戶為使用 Barteck 服務所訂立的。

This Agreement is made between (1) China Tian Yuan Commodities and Futures Limited ("CTYF") and (2) End-user(s) listed on the first page for utilizing Barteck (International) Information Network Ltd.

1.2 用戶須知

Notice to User

用戶簽署並提交此服務合約時，即代表用戶已細讀、理解、及接納本合約所載的條款，並願意接受其約束。

User is deemed to have read, understood and accepted the terms and conditions stated in this Agreement, and is willing to be bound by this contract after signing and submitting this contract.

1.3 定義

Definitions

以下詞彙在本合約中解釋如下：

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

"代理人" 是指中國天元期貨與 Barteck 有合約關係並有權轉售 Barteck 服務給予中國天元期貨之用戶；

"Agent" means the clients that CTYF and Barteck have contractual relationship and the right to resale the Barteck service to;

"內容" 是指其中包括但不限於由本服務提供或透過本服務接觸到的任何內容、軟件、數據、資料、訊息、及所有原文的、有聲音的、有圖像的、有靜態影像的、有圖表的及其他的內容或材料；

"Content" includes but not limited to any content, software, data, information, messages and all textual, audio, video, still image, graphical and other contents or materials that can be accessed by or through Service;

"費用"是指用戶所須繳交予中國天元期貨的任何有關用戶〔或任何其他利用此戶口之人士〕使用此服務之費用〔如適用〕包括服務費用及其他第三者的收費、登入費、以及其他費用及款項；

"Expense" means the subscription fee of this service (if applicable) which is paid to CTYF by any user concerned (or any other user who is using the concerned account) including subscription fee and 3rd party fee, login fee, and other fees and charges;

"戶口" 是指任何由中國天元期貨發給用戶的個人獨特身份識別之登入名稱及密碼，藉此登入並使用本服務；

"Account" means the login name and password issued to the user by CTYF for unique personal identification to login and use the Service;

"服務" 是指由中國天元期貨透過互聯網及/或無線網絡提供於用戶之服務；

"Service" means the service which is provided by CTYF through the internet and / or wireless network;

"來源公司" 是指所有提供本服務內容的內容供應者，其中包括但不限於 Barteck (International) Information Network Limited、香港交易所、其他交易所、及專門資料數據提供者；

"Sources" means all Content suppliers including but not limited to Barteck (International) Information Network Limited, HKEx, and specialist data providers whose Content is contained with Service;

"用戶" 是指有權享用本服務的任何公司、機構、合夥人、或個人。

"User" means any company, firm, partnership, or individual as the recipient of Service;

2. 特許權及相互責任

License and Mutual Obligations

2.1 中國天元期貨的責任

Obligations of CTYF

2.1.1 中國天元期貨將發給用戶一個非獨有的、不可轉讓的、並有限制性的特許權以進入服務。這特許權是根據本合約的條款及規定發出，並受任何及一切適用於本服務和其內容的版權須知或規定所約束。該特許權只限作個人用途，絕不容許用戶藉區域網路或廣域網路將其內容分發傳送。

CTYF shall grant to User a non-exclusive, non-transferable and limited license to access the Service in accordance with the terms and conditions of this Agreement and subject to any and all copyright notices or restrictions applicable to Service and its Content. Such license shall not be permitted for any local area network or wide area network distribution of Content and is for individual use only.

2.1.2 中國天元期貨將授予每一位用戶一個登入名稱及密碼，以便他們登入服務。用戶不得將其登入名稱給予、轉讓或分讓給他人。

CTYF shall authorize each User one set of login ID and password to access the Service. User is not allowed to give, assign or share this login ID to third parties.

2.1.3 中國天元期貨隨時保留以下權利: (i) 不給予用戶通知便立刻終止用戶進入服務，這是由於中國天元期貨認為用戶已違反本合約任何條款的規定，而中國天元期貨有理由相信這終止行動是適當的、可取的或有需要的；(ii) 修改費用或引入新的費用或修改本合約任何條款及規定，此類修改將會個別通知用戶。

CTYF reserves the right at all times to (i) immediately suspend User's access to Service without notice, where CTYF is of the opinion that User has breached any of the terms contained in this Agreement or that such action is appropriate, desirable or



necessary in the reasonable opinion of CTYF; (ii) amend Fees or introduce new fees or amend any of the terms and conditions of this Agreement where such amendments shall be informed to the user.

- 2.1.4 中國天元期貨隨時有絕對權在不事先通知用戶的情況下自行決定增加、修改、或刪除任何內容、及/或更改任何內容的顯示方式、本質、或功能用途。

CTYF may, at its absolute discretion and at any time, add, amend or remove, , alter the presentation, substance, and functionality of any Content without giving prior notice to User.

3. 用戶的責任 Obligations of User

- 3.1 用戶同意根據本合約的條款支付所有費用包括來源公司徵收的所有特許使用費及費用。用戶明白這些來源公司會不時更改所收的費用，並同意在本合約的有效期限內支付來源公司徵收的最新生效之費用。

User agrees to pay the subscription fee, including all licensed exercise fee and expense of the Sources in accordance with the terms of this Agreement. User is deemed to have understood these Sources may from time to time update these licensed exercise fee and expense, and agreed to pay the latest fees to these Sources within the deadline as stated in this Agreement.

- 3.2 如用戶在使用服務時提供給中國天元期貨的姓名，地址或付款資料有任何更改，用戶必須在十天之內通知中國天元期貨。

User should inform CTYF any alteration of the user's name, address or payment information provided to CTYF by the user for subscription Service within 10 days.

- 3.3 用戶現承認服務及內容屬於中國天元期貨的控股公司、附屬公司、聯營公司、及 / 或來源公司的財產及 / 或版權所有，及只供用戶單獨使用。如未獲中國天元期貨及來源公司（如有需要的話）的事先書面同意，服務所提供的內容絕不可以以任何形式和途徑複製、處理、重新發表、或重新分發給第三者。

User hereby acknowledges that Service and Content are proprietary to and / or the copyright of the holding companies, subsidiary companies, associated companies, and / or Sources of CTYF, and Content provided by Service may not be copied, manipulated, republished or redistributed to third parties in any form by any means without the prior written consent of CTYF and, where necessary, the Sources.

- 3.4 如任何內容的版權遭濫用或侵犯，用戶須立即以書面形式通知中國天元期貨。

User shall forthwith notify CTYF in writing of any misuse of, or infringement of, the copyright of any Content.

- 3.5 未經中國天元期貨事先授權，用戶不得擅自進入、非法強行闖入、登入、使用，或嘗試擅自進入、非法強行闖入、登入或使用中國天元期貨或來源公司任何其他部份的伺服器、其內容及/或其他範圍的任何資料。

User shall not trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of CTYF's servers, its Content and/or any data areas for which User has not been authorized by CTYF.

- 3.6 用戶不得將其在此合約下所得的全部或部份權利或責任轉讓或分讓給他人。

User shall not assign, transfer or sub-license all or any part of its rights or obligations under this Agreement.

4. 免責聲明及責任

Disclaimer of Warranty and Limitations of Liability

4.1 免責聲明

Disclaimer of Warranty

用戶明確地承認並同意本服務是按現狀提供給用戶，而用戶會獨自承擔使用本服務及內容的風險。中國天元期貨或來源公司均不會就有關服務作出任何種類的保證（除明確地在本合約內聲明外），亦不會明確地或隱含地對任何透過本服務提供的內容作出任何保證，其中包括但不限於第三者權益會否被侵犯，或該內容是否可作銷售用途，又或該內容是否適合某特定用途。中國天元期貨及來源公司會盡力確保所提供的內容是準確和可靠的，但不擔保其準確性和可靠性。中國天元期貨及來源公司及代理人絕不會為任何因內容錯誤或遺漏（無論是侵權行為上或合約上或其他方面的責任）所造成的損失而負上責任。

User expressly acknowledges and agrees that the Service is provided to it on an "as is" basis and that its use of its Content is at its sole risk. Neither CTYF nor Sources make any warranty of any kind whatsoever (save for those expressly stated in this agreement) relating to Service including any Content furnished through Service, express or implied, including without limitation, non-infringement of third party rights or merchantability or fitness for any particular purpose of use. CTYF and Sources endeavor to ensure the accuracy and reliability of Content provided but CTYF and Source 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.

4.2 責任

Limitations of Liability

- 4.2.1 中國天元期貨或來源公司均不會為任何全部或部份因其在獲取、編制、解釋、編輯、報道、或傳送內容時因疏忽而引致的任何直接的、間接的、隨後的、或附帶的損失、訴訟費用、賠償、或任何特別的或懲罰性的損失、賠償、或損害而向用戶或任何人負上責任。

Neither CTYF nor Sources shall be liable to User or anyone else for any direct, indirect, consequential or incidental loss, cost or damage, nor any special or punitive damage, or injury caused in whole or in part by CTYF's or Sources' negligence in procuring, compiling, interpreting, editing, reporting or delivering any Content.

- 4.2.2 由於用戶使用本內容或其部份，用戶須保障中國天元期貨、來源公司、及其員工的利益無損並免受一切的索償、法律責任、虧損、賠償、和費用開支包括但不限於運用和支付予因向中國天元期貨及來源公司及其員工提出的任何訴訟和索償上所引致的律師費和訴訟費用。

User will indemnify CTYF and Sources and their servants and hold CTYF and Sources and their servants 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 CTYF and Sources and their servants, as a result of the use by User



of Content or part thereof.

5 有效期及終止方法 Term and Termination

5.1 有效期 Term

用戶確認接受本合約起，本合約便正式生效，並且持續有效直至本合約終止。

This Agreement shall take effect upon the user's confirmation of this Agreement and shall continue until the termination of this Agreement

5.2 終止方法及影響 Termination and Effect

5.2.1 用戶可在任何時間向中國天元期貨正式地提出終止本合約，而合約終止日期將由中國天元證券決定。

User can tender the termination of this Agreement at any time on an official basis, and the termination date will be decided by CTYF.

5.2.2 如用戶違反本合約任何條款，或如中國天元期貨或 Barteck 有理由相信用戶不適當地使用服務，或認為其有關使用服務的活動是不恰當的，中國天元期貨可隨時在不通知用戶的情況下立刻終止本合約。

If User breaches any terms of this Agreement, or if CTYF or Barteck reasonably believes that User is not suitable for using this Service or considers that the activity of using the related service is inappropriate, CTYF can at any time terminate this contract immediately without notice.

5.2.3 用戶同意在中國天元期貨與 Barteck 之間的合約終止之時，本協議亦即時終止。若因此而導致用戶終止使用服務或對使用服務造成干擾，用戶將不可對 Barteck 或中國天元期貨要求賠償。

User acknowledges that this Agreement will be terminated forthwith upon termination of the agreement between CTYF and Barteck and that User shall have no claim whatsoever against CTYF and Barteck for any interruption in provision of Service thus arising.

5.2.4 當本合約終止時，(i)按本合約條款發給用戶的所有特許權及其他權利將立即終止；及(ii)任何由用戶在本合約終止前已預先支付的費用概不退還。

Upon the termination of this Agreement, (i) all licenses and other rights and privileges granted to User under the terms of this Agreement shall forthwith cease; and (ii) any subscription fee paid in advance before the termination of this Agreement will not be refunded.

6 其他條款 General

6.1 條款無效 Invalidity

如本合約任何條款或規定全部或部份被裁定在任何程度上不合法，或在任何法律制定和原則下是不可執行的，該條款或規定或其部份會在該程度上被視為不再是本合約的一部份，而本合約的其餘條款和規定則不受影響，仍須繼續執行。

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.

6.2 完整協議 Entire Agreement

用戶確認接受本合約時，本合約便即時生效，而本合約會取替先前所有的協議。本合約已包含訂約各方的全部協議及有關本服務的所有其他守則、事實陳述、及保證條款。

This Agreement shall take effect upon User's confirmation of this Agreement. This Agreement forms the entire understanding between the parties hereto and all other statements, representations and warranties in relation to Service whether expressed or implied by statute, law or otherwise howsoever are hereby excluded.

6.3 個人資料 Personal Data

由於中國天元期貨按本合約所訂，提供服務和內容於用戶，用戶現授權中國天元期貨將用戶個人資料發放及提供給 Barteck、香港交易所、其他交易所、或專門資料數據提供者。

User hereby authorizes CTYF to release and supply Personal Data of User to Barteck, HKEx, other Exchanges, and specialist data providers in connection with the provision of Service and Content to User pursuant to this Agreement.

6.4 要遵循的法律及一般條文 Governing Law and General Provisions

本合約的訂立及執行均依循香港特別行政區的法律。雙方願意遵從香港特別行政區法院非專屬的司法裁判權。

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.