

Tai Tak Securities (Asia) Limited - Subscription Package Agreement

Terms & Conditions

Declaration: The Subscriber has read the **Tai Tak Securities (Asia) Limited** Subscription Package Agreement and agreed to be bound by its Terms and Conditions.

1. Definitions: In this Agreement the following expressions shall have the following meanings:

"Commencing date"	means the date of activation of the Services after the date of payment of the Fees to Tai Tak Securities (Asia) Limited (Tai Tak) and the Subscriber uses or accesses the Services in accordance with the Agreement.
"Content"	includes without limitation any content, software, data, information, messages and all textual, audio, video, still image, graphical and other content or material that can be accessed by or through the Services;
"Fees"	means any subscription fee which is payable by the Subscriber associated with the Subscriber's use and/or access to the Service together with such other third party charges, access fees and other fees and charges as may be charged by Tai Tak , and whether or not as agent, for the Subscriber's use and/or access to the Service (and any other person's use and/or access to the Service where such person was able to access the Service by using the Member ID and Password) and/or the on-line delivery of Content;
"Member ID and Password"	means any unique personal identifiers authorised by Tai Tak to the Subscriber for gaining access to the Service;
"Services"	means any Premium services designated as such by Tai Tak which the Subscriber wishes to access via the Internet and/or the World Wide Web;
"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 the Service; and
"Subscriber"	means any company, firm, partnership or individual represented on the Subscription Form as the recipient of Services who has subscribed to use the Service by signing the Subscription Form.

2. Tai Tak's Responsibilities & Rights

- 2.1 **Tai Tak** shall authorise a Member ID and Password to the Subscriber which permits the Subscriber to access the Services.
- 2.2 The Services shall be provided from the Commencing Date and shall continue until it is terminated by Clause 6.1 or 6.2.
- 2.3 Without prior notice or consent of the Subscriber, **Tai Tak** reserves the right at all times to
 - (i) expand, reduce and /or modify any of the Services, or any Content without notice;
 - (ii) deactivate **Tai Tak** at any time without notice to carry out system maintenance, upgrading, testing and/or repairs;
 - (iii) limit or suspend the Subscriber's access to the Services without notice, where **Tai Tak** 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 opinion of **Tai Tak**.
- 2.4 **Tai Tak** may amend the Fees or introduce new fees or amend any of the terms and conditions of this Agreement which amendments shall be notified to the Subscriber by posting them on-line or by e-mails and which shall take effect 7 days after any such posting or notice is made.

3. Subscriber's Responsibilities

- 3.1 The Subscriber acknowledges that this Agreement shall take effect upon Subscriber indicating its acceptance of this Agreement by signing or clicking on the "Accept" button below.
- 3.2 The Subscriber agrees that the Subscriber shall pay all Fees due and payable to **Tai Tak** in accordance with the terms of this Agreement and the payment of the Fees in advance is non-refundable.
- 3.3 The Subscriber hereby acknowledges that the Service and the Content are proprietary to and/or the copyright of **Tai Tak** and/or **Tai Tak's** holding companies, subsidiary companies or associated companies and/or Sources and are for use solely by the Subscriber, and the Content provided by the Service may not be copied, manipulated, republished or redistributed to third parties in any form by any means without the prior written consent of **Tai Tak** and, where necessary, the Sources.
- 3.4 The Subscriber shall not trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of **Tai Tak's** servers, its Content and/or any data areas for which the Subscriber has not been authorised by **Tai Tak**.
- 3.5 The Subscriber shall not assign, transfer or sub-license all or any part of its rights or obligations under this Agreement. The Member ID and Password issued by **Tai Tak** to the Subscriber is for individual access to the Services only. **Tai Tak** may change the Member ID and the Password issued to the Subscriber from time to time without any specific reason and **Tai Tak** shall notify the Subscriber to such change by written notice or e-mail. The Subscriber shall be deemed to have sole and full responsibility for any access to and use of the Services via the Subscriber's password. In the event of loss, theft or unauthorised use of the Password, the Subscriber shall forthwith notify **Tai Tak**. The Subscriber shall remain liable for use of the Services by any third party until **Tai Tak** has received written notice of such event from the Subscriber requesting suspension of the Services.
- 3.6 The Subscriber acknowledges that the Content of the Services is for reference only and is not to be construed as an offer or solicitation for the sale or purchase of securities and/or commodity contracts. **Tai Tak** and the Sources shall not be responsible for any errors or omissions in postings or for any results obtained from the use of the information provided and shall not be liable for any loss caused by the Subscriber's reliance on such information.
- 3.7 The Subscriber hereby agrees to indemnify **Tai Tak** and the Sources, their servants and agents, and hold **Tai Tak** 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 **Tai Tak** and the Sources, their servants and agents, as a result of the use by Subscriber of the Content or part thereof.
- 3.8 **In case the Service, which is a joint account, the Subscriber shall be responsible for the liabilities and obligations of the other account holder(s) or partner(s) howsoever arising on a joint and several basis.**

4. Fees and Payment

- 4.1 The Subscriber acknowledges and agrees that he shall pay **Tai Tak** the Fees in the manner selected by the Subscriber on the Subscription Form and at the respective rates as set out in the Subscription Form as and when they become due and payable under this Agreement. Each Subscription Period starts from the activation day of the first Subscription Period after the Subscriber signs up (the renewal date). The Fees are due one day before each renewal date.
- 4.2 In case the Subscriber chooses direct debit as the form of payment from his trading account, the Subscriber hereby authorises **Tai Tak** to debit his trading account with the amount of any Fees, which are due from time to time, until it is cancelled by at least 1 month's written notice, unless otherwise stated, prior to the upcoming renewal date. If the payment exceeds the credit limit for the time being assigned to the trading account, or the Subscriber fails to pay before the due date, or the trading agreement is cancelled or terminated with whatever cause, the subscription shall be cancelled and the Subscriber no longer has access to the Services. Time of payment of Fees is of the essence. If the Subscriber fails to pay the amount due before the due date, without prejudice to any other rights in this Agreement, **Tai Tak** reserves the right to charge interest per month on the outstanding amount from the due date until payment has been made in full.

5. Warranties & Liability

- 5.1 **Tai Tak** disclaims any representation, warranty or responsibility in relation to the operation or quality of the Services, that the Services shall be uninterrupted or error free, the results to be obtained from use of the Services, any Content, goods or services which may be offered by Content Providers and, to the extent permitted by law, **Tai Tak** expressly disclaims any warranties whether express or implied as to the title, fitness for a particular purpose, merchantability or standard of quality of the Services or any Content, goods or services available by or through the Services.
- 5.2 In the absence of our negligence or deliberate act, **Tai Tak** expressly disclaims any liability for
 - (i) any damage to or loss of data suffered by the Subscriber arising from the Subscriber's use of the Services;
 - (ii) any claim based in contract, tort, or otherwise for any loss of revenue (whether direct or indirect), loss of profits or any consequential loss whether of an economic nature or not which the Subscriber suffers as a result of the Subscriber's use of the Services;
 - (iii) any claim relating to goods or services supplied, provided, sold or made available by or through the Services; and

(iv) any disruption or suspension of the Services or any part thereof which is attributable to an event or circumstance beyond **Tai Tak's** control.

- 5.3 **Tai Tak** provides the Services to Subscriber on an "as is" basis. **Tai Tak** and the Sources neither warrant nor guarantee the accuracy, reliability, completeness and timeliness of information provided through **Tai Tak**. In no event shall **Tai Tak** 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 the Service or its use.
- 5.4 The Subscriber agrees that **Tai Tak's** liability under this Agreement shall in any event not exceed the total Fees paid by Subscriber to **Tai Tak** for the immediately preceding twelve months prior to any incident giving rise to a claim.
- 5.5 **Tai Tak** disclaims any liability for any or losses of or damages to failure to perform responsibilities or provide the Services in this Agreement attributable to an event or circumstance beyond **Tai Tak's** control (including but not limited to any disruption or suspension of the Services), or any amendments or legislation of the applicable laws, conventions and regulations, or fires, rainstorms, typhoons, thunders, earthquakes, riots, wars or any other natural disasters.
- 5.6 The Subscriber hereby agrees to indemnify and to keep **Tai Tak** fully and effectively indemnified against any action, liability, cost, claim, loss, damage, proceeding, expense (including legal costs) suffered or incurred by **Tai Tak** arising from or which is directly or indirectly related to
- the Subscriber's use of the Services and any other person's use of the Services where such person was able to access the Services by using the Member ID and Password; and
 - any breach or non-observance of any term of this Agreement by the Subscriber or any other person where such person was able to access the Services by using the Member ID and Password.

6. Termination and Effective Date

- 6.1 The Subscriber may terminate this Agreement at any time on the giving of 1 month's prior notice to **Tai Tak**.
- 6.2 Without prejudice to Clause 2.3, **Tai Tak** 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 the Services are inappropriate in the sole opinion of **Tai Tak**.
- 6.3 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 and the Subscriber shall not be entitled to a refund of any Fees on the termination of this Agreement.
- 6.4 Any termination of this Agreement shall not affect any accrued rights or liability of either party nor shall it affect the coming into force or the continuance in force of any terms and conditions hereof which is expressly or by implication intended to come into or continue in force or after such termination. It is agreed that, including but not limited to, Clauses 1, 5 and 7 shall survive the termination of this Agreement.

7. General

- 7.1 If any provision of this Agreement becomes or is declared illegal, unenforceable or invalid for any reason, such provision shall be deemed to be deleted from this Agreement.
- 7.2 No failure or delay on the part of either party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.
- 7.3 This Agreement shall be governed by the laws of Hong Kong Special Administration Region and the parties hereby submit to the non-exclusive jurisdiction of the Hong Kong courts. In this Agreement if the context permits or requires, words importing the singular meaning shall include plural and vice-versa; words importing the masculine gender shall include the feminine and neuter genders and vice-versa; and words importing person shall include body corporate, partnership or statutory body.

8. Declaration

The Subscriber has read the Subscription Package Agreement and agrees to be bound by its Terms and Conditions.

9. Privacy Policy Statement of Tai Tak Securities (Asia) Limited.

The above data are collected for the purpose of facilitating our services to you and undertake not to disclose any of your data to third party without your consent save and except to our related companies and / or businesses and those required by the laws of HKSAR. If you wish to access or correct your data, please contact us

Investment Toolkit Service (※ Only Applicable to Trading Clients)			Basic Streaming Service Plan C	Premium Teletext Service Plan D	Prestige Teletext Service Plan E	Pro. Teletext Service Plan F
Basic Plan A : Free of Charge			Monthly Fees : HK\$288	Monthly Fees : HK\$438	Monthly Fees : HK\$468	Monthly Fees : HK\$828
Member Page : Toolkit Message, Realtime Locomotive, Active Turnover Rate; Account Info : Cash Balance, Statements, Stock Balance, Dividend/Rights,, Portfolio (except Portfolio+Indicators); Others : Monthly Stock Builder, eIPO, Realtime Snapshot, Forms Download			Basic function: Real Time Quote; Chart; News; Briefing Book; Streamer; World Indices; Most Active Equities; My Portfolio; Volume weighted average Price; Transaction Details; Price Alert; Including Basic Plan A Privileges			
Smart Plan A1	Additional Feature A2	Additional Feature A3	Basic Streaming Specific Function	Premium Specific Function	Prestige Specific Function	Professional Specific Function
Monthly Fees : HK\$28	Monthly Fees : HK\$38	Monthly Fees : HK\$62	<ul style="list-style-type: none"> * Real Time Quote * Live Technical Picks * Artificial Intelligence * Money Flow 	<ul style="list-style-type: none"> * Teletext * Live Technical Picks * Artificial Intelligence * Money Flow * Technical Indicator Search * Broker Watch * HSF/Futures 	<ul style="list-style-type: none"> * Teletext * Hang Seng Index * Stock Announcement * New Listing * Broker Watch * HSF/Futures * Warrant/CBBC Watch Pro * Warrant/CBBC Multipricer * HI Warrant Watch * A+H Share Comparison * DDE * Interactive interfaces and multiple windows function 	<ul style="list-style-type: none"> * Teletext * Live Technical Picks * Artificial Intelligence * ChartWinner * Broker Watch * HSF/Futures * Warrant Compass * Warrant/CBBC Multipricer * A+H Compass * A+H Monitor * Interactive interfaces and multiple windows function
<ul style="list-style-type: none"> ● Delayed Quote Delayed Quote with Indicators ※ Technical Indicator (Day) ※ Constituent Stock (Day) ※ Dividend Record & Ex-div date ※ GMM Day Chart ※ News and Warrants Summary ● Chart Analysis ● Smart Scanning (Day)) ● Category Stock Scanning (Day) ※ Combined Indicators Statistics (Day) ※ TOC (Day) ● Stock Daily Information ● Past Indicators ● Portfolio with Indicators (Day) 	<ul style="list-style-type: none"> ● Delayed Quote with Indicators (Week/Month) ● Smart Scan (Week/Month) ● Combined Indicators Statistics (Week/Month) ● Portfolio with Indicators (Week/Month) 	<ul style="list-style-type: none"> ● Stock Monitor (Day/Week/Month) ● Indicator Management ※ Day/Week/Month Display ※ Display quantity for each indicator ※ Color selection ※ Client's Stock Notes 				