

串流網上證券報價服務申請 / 終止表格
Application / Termination Form for Streaming Online Stock Quote Service

請填寫下列各表 Please fill the schedules below

列表一 Schedule 1: 客戶資料 Customer Information	
賬戶編號 Account No.	
姓名 Name(s)	
聯絡電話 Contact Phone No.	只作是次申請聯絡之用，並不更改本公司紀錄 only used for this application contact and does not change the company's records
生效日期 Effective Day	

列表二 Schedule 2: 串流網上證券報價服務 Streaming Online Stock Quote Service		
請在適當空格內加上別號(✓) Please tick (✓) the appropriate box		
「創興網」串流網上證券報價服務 i-Web Streaming Online Stock Quote Service 資訊供應商 Service Provider* - 匯港資訊有限公司 Infocast Ltd.	<input type="checkbox"/> 申請 Apply	HK\$398 / 每曆月 Calendar month
	<input type="checkbox"/> 終止 Terminate	請代表吾/吾等將此終止服務指示通知或轉呈至有關資訊供應商* Please pass this instruction to the related Service Provider* on behalf of me/us
「創興證券手機應用程式」串流網上證券報價服務 CHS APP Streaming Online Stock Quote Service 資訊供應商 Service Provider* - 經濟通有限公司 Einet Ltd.	<input type="checkbox"/> 申請 Apply	HK\$398 / 每曆月 Calendar month
	<input type="checkbox"/> 終止 Terminate	請代表吾/吾等將此終止服務指示通知或轉呈至有關資訊供應商* Please pass this instruction to the related Service Provider* on behalf of me/us

客戶確認指示聲明 Declaration of Customer(s)

本人/吾等確認 I/We hereby confirm:

1. 此申請 / 終止表格列表二的指示 the instruction in the schedule 2 of this application / termination form.
2. 此申請並同意及接納與有關資訊供應商*的協議條款(詳見後頁) this application and accept and agree with the terms and conditions (see next page) of the agreement between the related Service Provider*.
3. 取消該等服務，須有不少於一個月之前之書面通知責任，及接受承擔該些服務在終止前的所有相關財務費用 to have obligation of one-month prior written notice for terminating the selected service, and accept to pay all the related charges of the said service incurred before the termination takes effect.

申請人及其他所有賬戶持有人簽署 Signature(s) of applicant and all other account holder (s)

日期 Date

公司專用 FOR OFFICE USE ONLY								
CHB/CHS BRANCH	Branch Code	Handled by	S.V. by	CHS Head Office	Checked by	Input by	Approved by	Remarks

串流網上證券報價服務協議

合約條款

1. 服務

- 1.“資訊供應商”授予用戶一個特許權使用其提供的服務並包括接受此服務所需的軟件與數據(“服務”)。有關服務的詳情已在本協議中的“服務內容”列明。
- 2.“資訊供應商”將會給予每個用戶一個帳戶及密碼，讓用戶可以使用服務。

2. 條款有效期

1. 本協議自用戶可使用服務時即生效，並且持續有效直至本協議終止為止。
2. 用戶可隨時中止協議，但需要提前一個月以書面形式通知“資訊供應商”。中止日期將為收到中止通知之後的一個月。
3. 在協議終止日期生效開始

- (i) 根據協議條款所給予用戶的全部權利和優惠將立即停止；
- (ii) 用戶將不會取得在協議終止前所繳付的任何退款。

3. 收費及付款

- 1.“資訊供應商”可就交易所和其它內容提供者給予的數據向用戶收取所有的版權稅和收費。用戶理解交易所和其它內容提供者可隨時更改所收取的費用，用戶同意在認購期間支付所需費用。
2. 如果自出發票日起30日內仍未收到用戶的付款，“資訊供應商”有權終止本協議，並同時向用戶徵收其應付未付款項2%的利息且由“資訊供應商”作最終決定。

4. 版權和歸屬

用戶確認所有服務和內容的版權和歸屬，包括任何已提供的軟件及其修改均由“資訊供應商”所持有，任何對上述財產的複製，分發和竄改均構成或對本協議的違約行為。

5. 使用的限制

- 1.“資訊供應商”提供給用戶的服務是專一的，排它性的，用戶未經“資訊供應商”的書面許可不可以向任何第三者分發有關的服務和內容。此外，用戶亦不可將上述服務用於任何非法或與本協議不一致的行為。
2. 未受“資訊供應商”書面授權，用戶將不可擅自經過任何中介或設施使用該服務。另外，未有“資訊供應商”事先書面同意，用戶亦不可以嘗試修改或干預有關服務。
3. 未受“資訊供應商”書面授權，用戶不得轉發，分散或出版任何有關服務內所提供的分析報告和相關文件。

6. 違約與賠償

1. 違反本協議內的任何條款將構成違約行為，“資訊供應商”有絕對的權利暫時或永久停止向用戶提供的服務。
2. 用戶必須向“資訊供應商”賠償因違約而造成的任何損失，傷害，費用，索償和支出。

7. 有限責任

“資訊供應商”和所有數據提供者不保證任何內容，數據和其它與服務有關的資訊的準確性或完整性。“資訊供應商”不負責和保證有關服務的及時性，連貫性和正確性。此外，“資訊供應商”不承擔任何因使用此服務或用戶現時居住的設備而引起的用戶或其它第三者的損失，傷害或經濟損失，也不承擔包括但不限於因用戶本身，其僱員，承包商，代理人，設備提供者或其它人的疏忽而造成的任何損失。按法律所定，“資訊供應商”不論是何種形式引致的賠償責任以及任何形式訴訟方面的責任若全部加起來，在任何情況下，“資訊供應商”要承擔的責任的總和概不會超過用戶按本協議支付給“資訊供應商”的六個月費用，且這將是用戶所有的補償。

8. 香港證券交易所的免責聲明

香港證券交易所致力確保提供的內容準確及可靠，但不保證內容的準確及可靠性，不會為不準確或遺漏而引致的損失負上責任(包括侵權，合約及其它)。

9. 轉讓

“資訊供應商”可以將本協議轉讓予其任何的聯營公司或其它繼承者以繼續提供服務，但未有“資訊供應商”的事先書面同意，用戶不得轉讓本協議。

10. 完整協議

本協議包括服務內容構成“資訊供應商”和用戶之間的完整的協議，它將取代兩者間關於協議條款的所有口頭或書面的溝通協議。任何有關本協議的更改，豁免或修訂必須由雙方書面簽署而定。

11. 適用法

本協議是受香港特別行政區法例所管轄。雙方及其受讓方均願意遵從香港特別行政區法院就本協議的違約爭議的司法裁判。

12. 語言

本協議以中，英文撰寫。倘若中，英文版本有歧異，概以英文版本為準。

Agreement of Streaming Online Stock Quote Service

TERMS AND CONDITIONS

1. SERVICES

1. “Service Provider” grants Subscriber a license to use the services (the “Services”) which consists of software and data for the receipt of the Services. The details of the Services are listed out in the Schedule of Services (the “Schedule”) of this Agreement.
2. “Service Provider” shall authorize for each Subscriber one Login ID and Password for access by Subscriber to the Service.

2. TERM

1. This Agreement shall be effective from the first day on which the Services is available to Subscriber and shall continue until the termination of the Agreement.
2. The Subscriber may terminate this Agreement at any time on the giving of one month's prior written notice to “Service Provider”. The Termination Date will be one month after the receipt of the termination notice.
3. Upon the effective date of termination of this Agreement
 - (i) all licenses and other rights and privileges granted to the Subscriber under the terms of this Agreement shall forthwith cease; and
 - (ii) the Subscriber will not be entitled to a refund of any Fees which have been paid in advance on the termination of this Agreement.

3. CHARGES

1. “Service Provider” may collect from Subscriber all royalties and fees imposed by exchanges and other data contributors, which supplies the data to Subscriber. Subscriber understands that the fees charged by exchanges and data contributors may change from time to time and agrees to pay the effective amount within the period of the Term.
2. If no payment is received from Subscriber within 30 days of the invoice date, “Service Provider” reserves the right to terminate the Services. A finance charge of 2% on the payable amount will be imposed upon the discretion of “Service Provider”.

4. TITLE AND PROPERTY RIGHT

Subscriber acknowledges that the title to, copyright and all other intellectual property rights in the Services, including any software provided and any improvements or modifications, are and shall remain vested in “Service Provider” and any reproduction, re-transmission or modification of these property shall constitute a breach of this Agreement.

5. RESTRICTION ON USE

1. The Services provided by “Service Provider” are solely and exclusively for the use of Subscriber only and shall not be re-distributed to any third party without the prior written approval of “Service Provider”. In addition, Subscriber shall not use the Services for any illegal purpose or in any manner inconsistent with the provisions of this Agreement.
2. Subscriber shall not access the Services through any medium or equipment which has not been authorised by “Service Provider” in writing. Moreover, Subscriber shall not attempt to modify or interfere with the Services without the prior written consent of “Service Provider”.
3. The analysis and presentation included in the Services may not be recirculated, redistributed or published by Subscriber except for internal use without the prior written consent of “Service Provider”.

6. BREACH AND INDEMNITY

1. Violation of any terms and conditions contained in this Agreement constitutes a breach of this Agreement, “Service Provider” upon its discretion, may temporary or permanently suspend the services supplied to Subscriber.
2. Subscriber shall indemnify “Service Provider” against any loss, damage, cost, claim or expense caused by the breach of this Agreement.

7. LIMITATION OF LIABILITY

“Service Provider” and all the data contributors do not warrant the correctness or completeness of any program, data and other information in connection with the Services. “Service Provider” will not represent, responsible or warrant that the Services will be timely, uninterrupted or error free. Moreover, “Service Provider” shall not be held liable for any damages, injury or economic losses claimed by Subscriber or other parties including but not limited to incident caused by the negligence of itself, its employees, subcontractors, agents, equipment vendors or otherwise, arising out of the use of the Services or the use or presence of the Equipment in Subscriber's premises. To the extent permitted by law, it is agreed that the liability of “Service Provider” for any damages, regardless of the form of the action, shall not exceed the fees payable by Subscriber for a period of three months, and that this shall be Subscriber's exclusive remedy.

8. Disclaimer notice from HKEx

HKEx endeavours to ensure the accuracy and reliability of the information provided but does not guarantee its accuracy or reliability and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

9. ASSIGNMENT

This Agreement may be assigned by “Service Provider” to any of its associate companies or to a successor in continuance of the same service but may not be assigned by Subscriber without the prior written consent of “Service Provider”.

10. COMPLETE AGREEMENT

This Agreement, together with the Schedule(s) of Services form a complete agreement between “Service Provider” and Subscriber and supersedes all other oral and written communication between the two parties regarding the terms and conditions of this Agreement. No changes, waiver or modifications regarding this Agreement shall be binding unless in writing and signed by both parties.

11. GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of Hong Kong. “Service Provider” and Subscriber, their successors and assigns, shall be consent to the jurisdiction of the courts of Hong Kong with respect to any legal proceedings that may result from a dispute as to the interpretation or breach of any of the terms and conditions of this Agreement.

12. Language

This Agreement is written in both English and Chinese language. In the event of conflict, the English version shall prevail.