

## ETNET STOCK REAL TIME STOCK QUOTE SUBSCRIPTION FORM

As our respectful customer, if you want to subscribe ETNET real time stock quote service, please fill in the following subscription form and send to Customer Services Department, 5/F, Luk Kwok Center, 72 Gloucester Road, Hong Kong / WhatsApp 62 188 000 / WeChat DELTASIACS / email to [cs@delta-asia.com](mailto:cs@delta-asia.com)  
If you have any enquiry, please do not hesitate to contact our Customer Services Hotline (852) 2533 0722.

<b>User Information</b>				
Title:	<input type="checkbox"/> Mr.	<input type="checkbox"/> Mrs.	<input type="checkbox"/> Miss.	
Client Name:			Account No.:	
Contact Number:			Fax No.:	
Address:			Email Address:	

### Service Coverage and Payment Terms

#### Product and Service Description

##### HK Stock Market

- Streaming Stock Quotes
  - Streaming Stock Charts
  - Broker Transaction
  - Transaction Summary
  - Warrant CBBC
  - Broker Watch
  - Top 50
  - Futures / Options
  - Indexes / FX
  - H.S.I. Chart
  - H.S.I.F Chart
  - Price Alert
  - Financial News
  - Languages: Traditional Chinese, Simplified Chinese and English
- Special Features:**
- AH Shares
  - IPO Information - Upcoming IPOs / Listed IPOs
  - Multi-Quote

**International Program (Used in Worldwide)**

HK\$370/ account/ month

Effective Date : \_\_\_\_\_

**China Program (Only used in Mainland China)**

HK\$298/ account/ month

Effective Date : \_\_\_\_\_

**Remarks:** Any Program can be logged in anytime, computer or mobile phone.

**Real Time Snapshot :** Effective Date \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Purchase 500 click charges - HK\$50   | <input type="checkbox"/> Purchase 2000 click charges - HK\$200 |
| <input type="checkbox"/> Purchase 1000 click charges - HK\$100 | <input type="checkbox"/> Purchase 2500 click charges - HK\$250 |
| <input type="checkbox"/> Purchase 1500 click charges - HK\$150 | <input type="checkbox"/> Purchase 3000 click charges - HK\$300 |

#### Payment Terms

- After user successfully applied ETNET real time market data service, Delta Asia Securities Limited ("Delta Asia") will debit the subscription fee from the User's Stock Account on the first working day of every calendar month. The service is charged by month, and the subscription fee will be billed in monthly basis even if the subscription period is not in full month.
- Delta Asia reserves the rights to change the subscription fee, terms and conditions without prior notice to user. All subscription fees paid are not refundable

The above real time market data service is provided by ETNET.com Limited

#### Declaration:

I/We confirms that I/We have read and accept such terms and conditions and agree to be bound by the terms . I / We hereby authorize Delta Asia to deduct the monthly subscription fee from above mentioned account. And I/We confirm that those information provided on this application form are true and understand that Delta Asia and its data source company will make every effort to ensure the accuracy and reliability of the contents, but cannot guarantee the accuracy and reliability. Delta Asia and its data source company shall not take the responsibility if there is any loss caused by the mistake or omission of the contents provided.

#### Notice on Personal Data (Privacy) Ordinance:

According to this contract, Delta Asia provides ETNET real time market data service and contents to me/us. I/We hereby authorizes Delta Asia to provide the my/our personal information to ETNET.com Limited, HKEx, other Exchanges, and special material data providers.

S.V.

Signature of Client : \_\_\_\_\_

Date : \_\_\_\_\_

## Terms and Conditions

### 1. Introduction

#### 1.1 Parties

This Agreement is made between (1) Delta Asia Securities Limited (“Delta Asia”) and (2) User(s) listed in the previous page for utilizing ETNET service.

#### 1.2 Notice to User

User is deemed to have read, understood and accepted the terms and conditions stated in this Agreement, and is willing to accept the restriction of this contract after signing and submitting this contract.

#### 1.3 Definitions

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

“ETNET” means ETNET.com Limited

“Agent” means Delta Asia that has the contract relation with ETNET and has the right to resale the ETNET service to clients;

“Content” includes without limitation 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;

“Expense” means the subscription fee of this service (if applicable) which is paid to Delta Asia by any user concerned (or any other user who is using the concerned account) including subscription fee and 3<sup>rd</sup> party fee, login fee, and other fees and charges;

“Account” means the login name and password, which are used to recognize an unique status of an individual, issued to the user by Delta Asia;

“Service” means the service which is provided by Delta Asia through the internet and / or wireless network;

“Sources” means all Content suppliers including but not limited to ETNET Limited, HKEx, and specialist data providers whose Content is contained with Service;

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

### 2. License and Mutual Obligations

#### 2.1 Obligations of Delta Asia

2.1.1 Delta Asia shall grant to User a non-exclusive non-transferable 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 and such license shall not permit local area network or wide area network distribution of Content and is for individual use only.

2.1.2 Delta Asia shall authorize for each User one login ID for access by User to Service. User is not allowed to give this login ID to third parties.

2.1.3 Delta Asia reserves the right at all times to (i) immediately suspend User's access to Service without notice, where Delta Asia 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 Delta Asia; (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 Delta Asia may, at its absolute discretion and at any time, add, amend or remove, without prior notice to User, alter the presentation, substance, and functionality of any Content..

#### 3. Obligations of User

3.1 User agrees to pay the subscription fee, including all licensed exercise fee and expense of the Sources, according to the terms of this Agreement. User is deemed to have understood these Sources may update these licensed exercise fee and expense, and agreed to pay the updated fee to these Sources within the deadline stated in this Agreement.

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

3.3 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 Delta Asia, 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 Delta Asia and, where necessary, the Sources.

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

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

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

4. Disclaimer of Warranty and Limitations of Liability

4.1 Disclaimer of Warranty

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 Delta Asia 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. Delta Asia and Sources endeavor to ensure the accuracy and reliability of Content provided but Delta Asia 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 Limitations of Liability

4.2.1 Neither Delta Asia 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 Delta Asia 's or Sources' negligence in procuring, compiling, interpreting, editing, reporting or delivering any Content. In no event will Delta Asia or Sources be liable to User for any direct, consequential, incidental, special or punitive damage, including any lost profits or lost savings, or for any third party claim of any nature whatsoever related to Service or its use.

4.2.2 User will indemnify Delta Asia and Sources and their servants and hold Delta Asia 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 Delta Asia and Sources and their servants, as a result of the use by User of Content or part thereof.

5. Term and Termination

5.1 Term

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

5.2 Termination and Effect

5.2.1 User can render the termination of this Agreement at any time on an official basis, and the termination date will be decided by Delta Asia.

5.2.2 If User breaches any terms of this Agreement, or if Delta Asia or ETNET reasonably believes that User is not suitable for using this Service or considers that the activity of using the related service is inappropriate, Delta Asia can at any time terminate this contract immediately without notification to the User.

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

5.2.4 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. General

6.1 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.

6.2 Entire Agreement

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 Personal Data

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

6.4 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

For Internal Use Only 內部專用			
AE/RM/CS:	Approver 批核者:	Maker 處理者:	Checker 審核者:
Name 姓名 _____	Name 姓名 _____	Name 姓名 _____	Name 姓名 _____
Date 日期 _____	Date 日期 _____	Date 日期 _____	Date 日期 _____