

## **MegaHub Service Agreement**

### **1. INTRODUCTION**

#### **1.1 Parties**

This Agreement is made between (1) MegaHub Limited ("MEGAHUB") AND (2) Subscriber of the MEGAHUB Services.

#### **1.2 Definitions**

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

"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 MEGAHUB Services pursuant to this Agreement;

"Fees" mean any subscription fee which is payable by the Subscriber associated with the Subscriber's use and/or access to the MEGAHUB Services together with such other third party charges, access fees and other fees and charges as may be charged from time to time for the Subscriber's use and/or access to the MEGAHUB Services (and any other person's use and/or access to the MEGAHUB Services by using the Login ID and Password) and/or the online delivery of Content;

"Representative" means CMB Wing Lung Bank Limited.;

"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;

"Login ID and Password" means any unique personal identifiers issued by MEGAHUB to the Subscriber through Representative for gaining access to the Service;

"MEGAHUB Services" means the on-line service (including the basic service and the optional services) provided by MEGAHUB as part of MEGAHUB Web version and Download version which the Subscriber wishes to access via the Internet.

### **2. LICENCES AND MEGAHUB OBLIGATIONS**

2.1 In consideration of Subscriber entering into agreement with Representative for the supply of the MEGAHUB Services, MEGAHUB shall grant to Subscriber a non-exclusive non-transferable limited license to access the MEGAHUB Services in accordance with the terms and conditions of this Agreement and subject to any and all copyright notices or restrictions applicable to the MEGAHUB Services 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.

2.2 MEGAHUB shall through Representative authorize for each Subscriber one Login ID and Password for access by Subscriber to the MEGAHUB Services.

2.3 MEGAHUB reserves the right at all times to immediately suspend the Subscriber's access to the MEGAHUB Services without notice, where MEGAHUB 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 MEGAHUB; (ii) amend any of the terms and conditions of this Agreement which amendments shall be notified to the Subscriber by posting them on-line and which shall take effect 7 days after any such posting is made.

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

#### **3. Obligations of Subscriber**

3.1 Subscriber agrees to pay all Fees due in accordance with the terms of this Agreement, including all royalties and fees imposed by Sources which supply data to Subscriber. Subscriber understands that the fees charged by such Sources may change from time to time and agrees to pay the effective amount incurred during the subscription period.

3.2 Subscriber hereby acknowledges that the MEGAHUB Services and the Content are proprietary to and/or the copyright of MEGAHUB and/or MEGAHUB'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 MEGAHUB Services may not be copied, manipulated, republished or redistributed to third parties in any form by any means without the prior written consent of MEGAHUB and, where necessary, the Sources.

3.3 Subscriber shall forthwith notify MEGAHUB in writing of any misuse of, or infringement of, the copyright of any Content.

3.4 The Subscriber will not trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of MEGAHUB's servers, its Content and/or any data areas for which the Subscriber has not been authorized by MEGAHUB.

3.5 The Subscriber 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**

Subscriber expressly acknowledges and agrees that the MEGAHUB Services is provided to it on an "as is" basis and that its use of its Content is at its sole risk. MEGAHUB, the Representative or the Sources make no warranty of any kind whatsoever (save for those expressly stated in this agreement) relating to the MEGAHUB Services including any Content furnished through the MEGAHUB Services, express or implied, including without limitation, non-infringement of third party rights or merchantability or fitness for any particular purpose of use. MEGAHUB 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.

#### **4.2 Limitations of Liability**

4.2.1 MEGAHUB the Representative or the Sources shall not 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 MEGAHUB's the Representative's or the Sources' negligence in procuring, compiling, interpreting, editing, reporting or delivering any Content. In no event will MEGAHUB the Representative 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 MEGAHUB Services or its use.

4.2.2 Notwithstanding the foregoing, MEGAHUB's total liability for damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, will in no event exceed the any fees received by MEGAHUB in respect of the Subscriber's use of the MEGAHUB Services for the period of six months prior to the date of the claim.

4.2.3 Subscriber will indemnify MEGAHUB the Representative and the Sources, their servants and agents, and hold MEGAHUB the Representative 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 MEGAHUB the Representative and the Sources, their servants and agents, as a result of the use by Subscriber of the Content or part thereof.

### **5. TERM AND TERMINATION**

#### **5.1 Term**

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

5.2 MEGAHUB or the Representative 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 MEGAHUB Services are inappropriate in the reasonable opinion of MEGAHUB.

5.3 Subscriber acknowledges that this Agreement will be terminated forthwith upon termination of the agreement between MEGAHUB and Representative and that the Subscriber shall enter into a new subscription agreement with MEGAHUB for the continued provision of the MEGAHUB Services to the Subscriber and that the Subscriber shall have no claim whatsoever against MEGAHUB for any interruption of the MEGAHUB Services thus arising.

5.4 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.

### **6. GENERAL**

#### **6.1 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.

#### **6.2 Invalidity**

If any term or provision in this Agreement shall in whole or in part be held 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.

#### **6.3 Entire Agreement**

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

#### **6.4 Personal Data**

Subscriber hereby authorizes MEGAHUB and the Representative to release and supply Personal Data of the Subscriber to Hong Kong Exchanges and Clearing Limited (HKEx) and other exchanges and specialist data providers in connection with the provision of the MEGAHUB Services and the Content to the Subscriber pursuant to this Agreement. Subscriber also consents to MEGAHUB releasing any of its data to MEGAHUB for purpose related to the subscription and use of the MEGAHUB Services.

#### **6.5 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.

If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.

To: MegaHub Limited

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

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Subscriber: \_\_\_\_\_ (Name of Responsible Director: \_\_\_\_\_)

Tel: \_\_\_\_\_ Email: \_\_\_\_\_ Fax : \_\_\_\_\_

Address/Registered Address: \_\_\_\_\_