

QuotePower Service Agreement

1. INTRODUCTION
 - 1.1 Parties
This Agreement is made between (1) QuotePower International Limited ("QPI") AND (2) User whose name is set out below for the use of QPI's services.
 - 1.2 Notice to User
Upon submission of a signed copy of this Agreement, User is assumed to have read, understood, and confirmed to accept and be bound by the terms and conditions stated in this Agreement.
 - 1.3 Definitions
In this Agreement the following expressions shall have the following meanings:
"Account" means any unique personal identifiers issued by QPI to the User for gaining access to the Service;
"Agent" means CMB Wing Lung Bank Limited who have entered into an agreement with QPI for reselling the Service to Users;
"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 the Service;
"Fees" means any subscription fee which is payable by User associated with User'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 QPI from time to time, and whether or not as agent, for User'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 Account) and/or the on-line delivery of Content;
"Service" means the on-line service provided by QPI which User wishes to access via the Internet and/or the wireless channel;
"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;
"User" means any company, firm, partnership or individual who is the recipient of the Service.
2. LICENSES AND MUTUAL OBLIGATIONS
 - 2.1 Obligations of QPI
 - 2.1.1 QPI 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 the 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 QPI shall authorize for each User one Account for access by User to the Service. User is not allowed to give this Account to third parties.
 - 2.1.3 QPI reserves the right at all times to (i) immediately suspend the User's access to the Service without notice, where QPI 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 QPI; (ii) amend the Fees or introduce new fees or amend any of the terms and conditions of this Agreement where such amendments shall be posted on-line which shall take effect with 7-days notice after such posting is made and such amendments shall not be notified to User individually.
 - 2.1.4 QPI 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.
 - 2.1.5 Services that are designated to China users are offered only to residents in China (Hong Kong S.A.R. and Macau are not included) and User can only access the Service from within China, QPI reserves the right to immediately suspend User's access to the Service if our system detects that the User tries to access the Service from outside of China.
 3. Obligations of User
 - 3.1 User agrees to pay all Fees due in accordance with the terms of this Agreement including all fees imposed by Sources which supply data to User. User understands that the fees charged by such Sources may change from time to time and agrees to pay the effective amount incurred during the term of this Agreement.
 - 3.2 User hereby acknowledges that the Service and the Content are proprietary to and/or the copyright of QPI and/or QPI's holding companies, subsidiary companies or associated companies and/or Sources and are for use solely by the User, 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 QPI and, where necessary, the Sources.
 - 3.3 User shall forthwith notify QPI in writing of any misuse of, or infringement of, the copyright of any Content.
 - 3.4 User will not trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of QPI's servers, its Content and/or any data areas for which the User has not been authorized by QPI.
 - 3.5 User shall not assign, transfer or sub-license all or any part of its rights or obligations under this Agreement.
 - 3.6 For services that are designated to China users, User is required to provide a copy of the personal identity document and a valid address proof to QPI prior to using the Service to prove that User resides in China (Hong Kong S.A.R. and Macau are not included).
 - 3.7 For Shanghai Stock Connect services, User who subscribes the service as "Individual Investor" must satisfy the following criteria: (i) User is a natural person, (ii) User does not operate a financial service institution, (iii) User will use the service exclusively for his private purpose, such as managing his own private assets, (iv) User will not use the service for business purpose, (v) User will not use the service in any other manner for the purpose of third parties and (vi) User will not distribute the service onward to third parties and will not make the service available to third parties, in particular those parties who are not qualified as retail investor.
 - 3.8 According to service terms of Shenzhen Stock Exchange, user who subscribes the Shenzhen Stock Connect service as "Retail Investor" must be a natural person who buys and sells securities for his/her personal account and not for another company or organization and satisfy the following criteria: (i) he/she will use the data exclusively for his/her own purpose; (ii) he/she will not use the data for any business purpose; and (iii) he/she will not use the data in any other manner for the purpose of a third party. For user that is not a Retail Investor, please contact the Agent.
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 QPI nor the Sources nor the Agent make any warranty of any kind whatsoever (save for those expressly stated in this Agreement) relating to the Service including any Content furnished through the Service, express or implied, including without limitation, non-infringement of third party rights or merchantability or fitness for any particular purpose of use. QPI and the Sources endeavour to ensure the accuracy and reliability of Content provided but QPI and Sources and the Agent 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 QPI nor the Sources nor the Agent 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 QPI's or Sources' or Agent's negligence in procuring, compiling, interpreting, editing, reporting or delivering any Content. In no event will QPI or Sources or the Agent 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 the Service or its use.
 - 4.2.2 Notwithstanding the foregoing, QPI's total liability for damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, will in no event exceed the Fees paid by User to QPI under the terms of this agreement for a period of six months.
 - 4.2.3 User will indemnify QPI and Sources and the Agent, their servants and agents, and hold QPI and Sources and the Agent, 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 QPI and Sources and the Agent, their servants and agents, as a result of the use by User of the Content or part thereof.
5. TERM AND TERMINATION
 - 5.1 Term
This Agreement shall take effect upon User accepting this Agreement and shall continue until the termination of the Agreement.
 - 5.2 Termination and Effect
 - 5.2.1 User may terminate this Agreement at any time by submitting an official request to the Agent and the date would be determined and confirmed by the Agent.
 - 5.2.2 QPI or the Agent may terminate this Agreement forthwith at any time without notice if the User breaches any term of this Agreement or if User's use of or actions in connection with the Service are inappropriate in the reasonable opinion of QPI or the Agent.
 - 5.2.3 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) User will not be entitled to a refund of any Fees which have been paid in advance on the termination of this Agreement.
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 accepting this Agreement and this Agreement shall replace all previous agreements. This Agreement forms the entire understanding between the parties hereto and all other statements, representations and warranties in relation to the Service whether expressed or implied by statute, law or otherwise howsoever are hereby excluded.
 - 6.3 Personal Data
User hereby authorises QPI and the Agent to release and supply Personal Data of User to the Stock Exchange of Hong Kong Ltd. and other exchanges and specialist data providers in connection with the provision of the 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.

TO: QuotePower International Limited

I hereby confirm that I shall accept the Terms and Conditions of this Agreement.

Signed by: _____ Date: _____
Name of Subscriber: _____ (Name of Responsible Director: _____)
Telephone Number: _____ Fax Number: _____ E-mail: _____
Address/Registered Address: _____