



ProSticks Subscription Package Agreement

Terms & Conditions

Declaration: The Subscriber has read the ProSticks 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 ProSticks.com Limited 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;

"Expiry Date" means the date (after the subscription period) on which the Services are not made available to the Subscriber;

"Fees" means any subscription fee which is payable by the Subscriber associated with the Subscriber's use and/or access to the Services together with such other third party charges, access fees and other fees and charges as may be charged by ProSticks.com Limited, and whether or not as agent, for the Subscriber's use and/or access to the Services (and any other person's use and/or access to the Services where such person was able to access the Services 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 ProSticks.com Limited to the Subscriber for gaining access to the Services;

"Services" includes delayed stock quotes and market information provided by ProSticks.com Limited and content provided by Sources for 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 Services; 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 Services by signing the subscription form or by on-line subscription.

2. ProSticks.com Limited's Responsibilities & Rights

ProSticks.com Limited

15/F Asia Financial Centre, 120 Des Voeux Road Central, Hong Kong
Tel: (852)2866 8630 Fax: (852)2866 8650



- 2.1 ProSticks.com Limited 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 the Expiry Date.
- 2.3 Without prior notice or consent of the Subscriber, ProSticks.com Limited reserves the right at all times to
- (i) expand, reduce, modify, cancel and/or terminate any of the Services, or any Content without notice;
 - (ii) deactivate ProSticks.com 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 ProSticks.com Limited 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 ProSticks.com Limited.
- 2.4 ProSticks.com Limited may amend the Fees or introduce new fees or amend any of the terms and conditions of this Agreement without prior notice.
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 on the subscription form or clicking on the "Register" button.
- 3.2 The Subscriber agrees that the Subscriber shall pay all Fees due and payable to a designated account of ProSticks.com Limited 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 Services and the Content are proprietary to and/or the copyright of ProSticks.com Limited, its holding companies, subsidiaries and associated companies (collectively referred as the "Group") and/or Sources and are for use solely by the Subscriber, and the Content may not be copied, manipulated, republished or redistributed to third parties in any form by any means without the prior written consent of ProSticks.com Limited 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 ProSticks.com Limited's servers, its Content and/or any data areas for which the Subscriber has not been authorised by ProSticks.com Limited. In the event that any of such activities occurred and noted by ProSticks.com Limited, this Agreement shall be terminated automatically

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without further notice. ProSticks.com Limited reserves its right for legal claim against the Subscriber in respect of any of such activities.

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 ProSticks.com Limited to the Subscriber is for individual access to the Services only. ProSticks.com Limited may change the Member ID and the Password issued to the Subscriber from time to time without any specific reason and ProSticks.com Limited 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 ProSticks.com Limited. The Subscriber shall remain liable for use of the Services by any third party until ProSticks.com Limited 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. The Group 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 the Group and the Sources, their servants and agents, and hold the Group 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 the Group and the Sources, their servants and agents, as a result of the use by Subscriber of the Content or part thereof.

4. Fees and Payment

4.1 The Subscriber acknowledges and agrees that he shall pay ProSticks.com Limited 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 of credit card payment, the Subscriber hereby authorises ProSticks.com Limited to debit its credit card with the amount of any Fees. The Subscriber acknowledges and agrees to be bound by the credit card cardholder agreement with the bank (cardholder agreement) and the followings: (i) The Subscriber hereby agrees the merchant bank of the Group: the Wing Hang Bank Limited or International Bank of Asia, to debit its credit card with the amount of any Fees which are due from time to time until it is cancelled by at least seven business

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days' written notice prior to the upcoming renewal date. (ii) If the payment exceeds the credit limit for the time being assigned to the card account, or the Subscriber fails to pay before the due date, or the cardholder agreement is cancelled or terminated with whatever cause, the subscription shall be cancelled and the Subscriber no longer has access to the Services. (iii) The Subscriber agrees to be bound by this Agreement to access to the Services and the terms and conditions of the cardholder agreement and where any conflicts arises between the provisions of the terms and conditions of cardholder agreement and this Agreement, the provisions of this Agreement shall prevail.

4.3 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, ProSticks.com Limited reserves the right to charge interest on any outstanding amount at 5% per month from the due date until payment has been made in full.

5. Warranties & Liability

5.1 The Group 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, the Group expressly disclaims any warranties whether expressed 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, the Group 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 the Group's control.

5.3 ProSticks.com Limited provides the Services to Subscriber on an "as is" basis. The Group and the Sources neither warrant nor guarantee the accuracy, reliability, completeness and timeliness of information provided through ProSticks.com

ProSticks.com Limited

Limited. In no event shall the Group 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 the Group's liability under this Agreement shall in any event not exceed the total Fees paid by Subscriber to ProSticks.com Limited for the immediately preceding twelve months prior to any incident giving rise to a claim.

5.5 The Group 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 the Group's (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 the Group fully and effectively indemnified against any action, liability, cost, claim, loss, damage, proceeding, expense (including legal costs) suffered or incurred by the Group arising from or which is directly or indirectly related to

(i) 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

(ii) 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 Effect

6.1 The Subscriber may terminate this Agreement by giving not less than one month's prior written notice to ProSticks.com Limited before the Expiry Date.

6.2 Without prejudice to Clause 2.3, ProSticks.com Limited 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 ProSticks.com Limited.

6.3 Upon the effective date of termination of this Agreement, all licences 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.

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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.

English version of Terms and Conditions of this Agreement shall prevail over Chinese version which is provided for reference only.

8. Declaration

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

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