



ELECTRONIC SERVICES AGREEMENT

電子服務合約書

Please read this Electronic Services Agreement before using any of the electronic services made available by Firsttrade Securities Inc. In order to use these services, you must agree to be bound by the following terms and conditions.

- 1. INTRODUCTION:** You acknowledge that this agreement between you and Firsttrade Securities Inc. states the terms and conditions regarding your use of any Electronic Service offered by Firsttrade Securities Inc. and other authorized third party service providers, including the use of such services to enter transactions in your Firsttrade Securities Inc. brokerage account. Your use of Firsttrade Securities Inc.'s Electronic Services will indicate your acceptance of the following terms and conditions. The terms and conditions set forth herein supplement the terms and conditions contained in the Firsttrade Securities Inc. Account Agreement and Information Guide furnished to you and by using Firsttrade Securities Inc.'s Electronic Services you confirm your agreement to comply with the terms and conditions set forth therein.
- 2. PROVISION OF SERVICES:** You acknowledge that for the purpose of this agreement Firsttrade Securities Inc.'s Electronic Services will be defined as any electronic or interactive product or service offered by Firsttrade Securities Inc. which allows Firsttrade Securities Inc. clients to: communicate with Firsttrade Securities Inc. or an authorized third-party service provider; to obtain information or quotations from Firsttrade Securities Inc. or an authorized third-party service provider; or enter into brokerage transactions with Firsttrade Securities Inc. includes electronic data communications transmitted by you to Firsttrade Securities Inc. through the use of personal, home or business computers connected by a modem or other device to an authorized telecommunications network designated by Firsttrade Securities Inc. You acknowledge that this agreement also governs your use of automated touch-tone telephone services through which you can obtain account information and quotations and to enter brokerage transactions. Firsttrade Securities Inc.'s Electronic Services include, but are not limited to, "Market Touch" and the services of any third-party information providers offered in conjunction with Firsttrade Securities Inc.'s electronic brokerage services. You acknowledge that Firsttrade Securities Inc. may modify or discontinue the Electronic Services offered pursuant to this agreement without prior notice to you.
- 3. COMMISSIONS, FEES AND CHARGES:** You agree to be fully liable for any and all brokerage commissions, fees, margin interest charges and payments due to Firsttrade Securities Inc. and/or Apex Clearing in connection with trades effected by you in your Firsttrade Securities Inc. brokerage account(s) through Firsttrade Securities Inc.'s Electronic Services. Such brokerage commissions, fees, margin interest charges and payments will be paid directly to Firsttrade Securities Inc. in accordance with the terms and conditions specified in the Firsttrade Securities Inc. Account Agreement and Information Guide. You agree that Firsttrade Securities Inc. may require a deposit before you can begin trading using Firsttrade Securities Inc.'s Electronic Services (deposited funds can be used toward payment of your first transaction). You agree to pay all fees and charges associated with your use of

any of Firstrade Securities Inc.'s Electronic Services, including, without limitation those of any third-party information providers offered through Firstrade Securities Inc.

4. **PASSWORDS AND SECURITY:** You acknowledge that you will be the only authorized user of Firstrade Securities Inc.'s Electronic Services for your account(s). You will be fully responsible for the confidentiality and use of your user name(s) and password (s) and you agree that you will be fully and solely responsible for all activities, including brokerage transactions, which arise from the use of your user name (s) or password(s) (except as provided for in paragraph 5 below). You also agree that you will be fully and solely responsible for all activities, including brokerage transactions, which arise from your authorization to link your brokerage account(s) to any other Firstrade Securities Inc. account(s). You acknowledge that we may tape record conversations with you, whether in person or by telephone, for purposes of verification and you consent to such recording.
5. **NOTIFICATION OF UNAUTHORIZED USE:** You agree that as a condition of being approved to use Firstrade Securities Inc.'s Electronic Services you will immediately notify Firstrade Securities Inc. if:
 - a. You have placed an order using Firstrade Securities Inc.'s Electronic Services and you do not receive an order number;
 - b. You have placed an order using Firstrade Securities Inc.'s Electronic Services and you do not receive an accurate written or electronic confirmation of the order, its execution or cancellation with- in five business days;
 - c. You have received confirmation of an order or orders which you did not place or any similar conflicting report; or
 - d. You become aware of any unauthorized use of your user name(s), password(s), or any product or service related to your brokerage account(s).

If you fail to notify Firstrade Securities Inc. immediately upon the occurrence of any of the above events, you agree that Firstrade Securities Inc. will not have any responsibility or liability to you or any other person whose claim may arise through you for any claims with the handling, mishandling or loss of any order. Any liability of Firstrade Securities Inc. arising out of any action or omission by Firstrade Securities Inc. with respect to the handling, mishandling or loss of any order shall be limited to an amount equal to the loss incurred due to the action or omission during the five business days after the date on which you first became obligated to give Firstrade Securities Inc. notice with respect to such transaction (s) pursuant to this Section. You agree that Firstrade Securities Inc. and/or any of its officers, directors, employees, agents or affiliates will not have any other liability to you or any other person whose claims may arise through you for any consequential, incidental, special or indirect damages, even if Firstrade Securities Inc. has been advised of the possibility of such damages. Firstrade Securities Inc. shall not be responsible for or deemed to be in default under this agreement due to any delay or failure in performance resulting directly or indirectly from any cause beyond Firstrade Securities Inc.'s reasonable control.

6. **WAIVER; LIMITATION OF LIABILITY; INDEMNIFICATION:** Online trading has inherent risk due to system response and access times that may vary due to market conditions, system performance, and other factors. You agree that your use of Firstrade Securities Inc.'s Electronic Services (website or mobile app or any other services) at your sole risk.

The services are provided “as is” and “as available”. Neither Firstrade, employee nor any third party providers make any representations nor warranties express or implied, including, without limitation,

any implied warranties of merchantability or fitness for a particular purpose in respect of any services provided in connection with this account, or any information programs or products obtained from, though, or in connection with these services. In no event will Firstrade or any third party be liable for direct, indirect, incidental, or consequential damages resulting from any defect in or use of these services. You understand that to effect securities transactions will be limited in all respects to the terms and conditions of this agreement and any other agreement between you and Firstrade Securities Inc.

Firstrade Securities Inc. will have no liability to you with respect to any transaction or attempted transaction by you which is not in accordance with the terms and conditions specified herein or in such other agreement and you will indemnify Firstrade Securities Inc. from any claim of a third party related to any such transaction or related transaction.

YOU UNDERSTAND AND AGREE THAT FIRSTRADe, ITS RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, AND PROVIDERS WILL NOT BE LIABLE TO YOU OR TO THIRD PARTIES UNDER ANY CIRCUMSTANCES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, TRADING LOSSES, AND DAMAGES) THAT YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THE SERVICE PROVIDED BY FIRSTRADe UNDER THIS AGREEMENT, INCLUDING YOUR USE OF THE APP, THE WEBSITE, THE MARKET DATA, THE INFORMATION, OR THE CONTENT. FIRSTRADe, AND ITS RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES SHALL NOT BE LIABLE BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF OUR SYSTEM, REGARDLESS OF CAUSE, INCLUDING THOSE CAUSED BY GOVERNMENTAL OR REGULATORY ACTION, THE ACTION OF ANY EXCHANGE OR OTHER SELF REGULATORY ORGANIZATION, OR THOSE CAUSED BY SOFTWARE OR HARDWARE MALFUNCTIONS.

You also agree that Firstrade, its respective officers, directors and employees (collectively, "Indemnified Parties") will have no responsibility or liability to you in connection with the performance or non-performance by any exchange, clearing organization, market data provider, or other third party (including other broker-dealers and clearing firms, and banks) or any of their respective agents or affiliates, of its or their obligations relative to any securities. You agree that Indemnified Parties will have no liability, to you or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure, market data availability or quality, exchange rulings or suspension of trading; and (ii) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that you may incur in connection with your use of the App, the Website, and other services provided by Indemnified Parties under this Agreement. Further, if you authorize or allow third parties to gain access to Firstrade's services, including your Accounts, you will indemnify, defend and hold harmless Firstrade, and Firstrade and its respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use.

- 7. ACCOUNT RESTRICTIONS:** You agree that Firstrade Securities Inc. reserves the right in its sole discretion to reject, cancel or modify any order which you have placed through Firstrade Securities Inc.'s Electronic Services for any reason and without prior notice to you, including orders for which you have received an order number. You acknowledge that any order you place which Firstrade Securities Inc., in its sole discretion, deems to be disruptive to the securities markets, unusual in size,

ripe or credit risk or which exceeds Firstrade Securities Inc.'s usual authorized limits may be subject to rejection, cancellation or modification. You acknowledge that market orders cannot always be canceled and the order may be executed before the request for cancellation is received by Firstrade Securities Inc. You acknowledge that your orders may not be reviewed for accurateness and/or suitability by Firstrade Securities Inc. prior to their submission to a market center and you agree that you are fully responsible for determining the suitability of your orders and your investment decisions. You acknowledge that Firstrade Securities Inc. may, in its sole discretion, place trading restrictions on your account(s).

8. **SUSPENSION OR TERMINATION OF SERVICES:** You agree that Firstrade Securities Inc. reserves the right in its sole discretion to suspend or terminate your access to any or all of Firstrade Securities Inc.'s Electronic Services for any reason and without prior notice to you. You agree not to hold Firstrade Securities Inc. responsible or liable for any disruptions in service due to: telephone network, computer network or other system problems beyond the control of Firstrade Securities Inc.: system maintenance or system upgrades; or any other event or circumstance beyond the control of Firstrade Securities Inc.
9. **PROVISION OF MARKET DATA AND THIRD-PARTY INFORMATION:** You agree that the market data, news and other information provided to you through Firstrade Securities Inc.'s Electronic Services (directly or indirectly through an authorized third- party information provider) are for your personal use only and that you will not retransmit or republish these data in any form. You acknowledge that the data provided to you are obtained from sources believed to be reliable, are provided solely on a best efforts basis for your convenience and that no guarantees are made by Firstrade Securities Inc. or any information provider as to their accuracy, completeness, timeliness or correct sequencing. You acknowledge that while access to investment recommendations, advice, opinions and judgments is available through Firstrade Securities Inc.'s Electronic Services, none are developed or endorsed by Firstrade Securities Inc. You agree not to hold Firstrade Securities Inc. for its information or its information providers liable for any investment decision you may make based on your reliance on or use of such data or any liability which may arise due to delays or interruptions in the delivery of such data for any reason.
10. **AMENDMENTS:** You agree that Firstrade Securities Inc. may change the terms and conditions of this agreement, in whole or in part, upon notice to you; no provision of this agreement may be amended in any other manner. You agree to use Firstrade Securities Inc.'s Electronic Services and any additional services offered through Firstrade Securities Inc. in the future only in accordance with the terms and conditions specified in this agreement as amended from time to time by Firstrade Securities Inc. and that any amendments to the terms and conditions will be deemed effective upon dissemination by Firstrade Securities Inc. Use of Firstrade Securities Inc.'s Electronic Services after receipt of such amendments will be deemed to be acceptance of such amendments.
11. **ENTIRE AGREEMENT:** This agreement, together with your account agreement(s) and any user license agreement(s) to which you may be a party (including the Firstrade Securities Inc. Account Agreement and Information Guide), contains the entire agreement between you and Firstrade Securities Inc. with respect to the subject matter contained in this agreement and supersedes all prior communications, whether oral, written or electronic. If any provision of this agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this agreement. This agreement will be governed by the laws of the State of New York.

電子服務合約書

請在使用任何第一證券 (Firstrade Security Inc.) 提供電子服務前閱讀此電子服務合約書。在使用這些服務前，您必須同意並遵守以下條款條例。

- 1. 概括：**您同意，您與第一證券之間的於本合約書中列明的條款條例，關於您使用第一證券提供和其他授權的第三方服務提供商（此類服務包括在您的第一證券賬戶中輸入交易。）的電子服務。一旦使用第一證券的電子服務，表示您接受以下條款條例。此處列出的條款條例將對第一證券賬戶合約和信息指南中的條款條例進行補充說明，同時對第一證券電子服務進行使用表示您同意補充條款條例。
- 2. 服務提供：**您同意此合約書定義第一證券提供的電子互動產品或服務，允許第一證券的客戶：與第一證券或授權的第三方供應商溝通；從第一證券或授權的第三方供應商獲得信息或提問；或在第一證券進行交易，包括您通過使用個人、家庭、商業電腦鏈接調節解調器或其他設備至第一證券指定的授權電信網絡登陸第一證券。您也接受此合約書授予的通過使用電話服務獲取您的賬戶信息、報價和進行經紀人下單。第一證券電子服務包括，但不限於，“市場接觸”和任何由第三方信息供應商提供的與第一證券電子投資連結的服務。您同意第一證券在沒有事先通知的情況下，根據合約修改或終止電子服務。
- 3. 佣金、費用和收費：**您同意全額支付第一證券和（或）APEX 交割公司任何由您的第一證券投資賬戶使用電子服務進行交易產生的佣金、費用、融資利息收費和賬款的全部責任。此類佣金、費用、融資利息收費和賬款，根據第一證券賬戶合約和信息指南的相關條款條例，將直接支付給第一證券。您接受第一證券可能要求使用電子交易前存入資金（存入資金可用於您的第一筆交易）。您同意支付所有關於您使用第一證券電子服務的費用和收費包括，但不限於，任何第一證券提供的第三方信息供應商。
- 4. 密碼與安全：**您承認是第一證券賬戶的唯一授權電子服務使用者。您需承擔保持用戶名和密碼安全性的全部責任，同時您同意獨立承擔對賬戶活動的所有責任，包括使用您用戶名和密碼的經紀人交易（第 5 項列明狀況除外），和通過您授權連接您的賬戶至任何其他第一證券賬戶的經紀人交易。您了解並同意我們對與您的對話進行錄音，無論是面談還是電話對話。
- 5. 未授權使用通知：**您同意，當發現以下的電子服務相關內容時馬上通知第一證券：
 - a. 當您使用第一證券電子服務進行下單後，沒有收到訂單編號時；

- b. 當您使用第一證券電子服務進行下單後，5 個工作日內沒有收到書面或電子的訂單成交/取消的確認書時；
- c. 當收到交易確認書，但您並沒有進行此筆或此類下單時；或
- d. 當發現您的用戶名、密碼或任何與您投資賬戶相關的服務在沒有得到您授權的前提下被使用時。

您同意，您沒有在上述事件發生時立即通知第一證券，第一證券將不對您或任何人提出正在處理的、處理不當的或任何訂單損失之事件承擔任何責任或義務。第一證券對被提出的正在處理的、處理不當的或任何訂單損失之責任僅限於您在被賦予通知第一證券的義務後，5 個工作日內因此事件造成的損失金額。同時，您同意第一證券與其董事、主管人員、職員、代理人或任何相關人員均不負責您或任何人提出連帶的、偶然的、特殊的或間接的損失，雖然第一證券已被告知此類損失的可能性。根據此合約書，第一證券不因在超出本公司合理控制下，直接或間接造成的延誤或錯失承擔任何責任或被視為違約。

6. **豁免; 責任限制; 賠償：**由於系統響應和訪問時間可能因市場條件、系統性能和其他因素而異，因此在線交易存在固有風險。您同意自行承擔使用 Firstrade Securities Inc. 電子服務（網站或移動應用程序或任何其他服務）的風險。

服務按“原樣”和“可用”提供。Firstrade、員工或任何第三方提供商均不作任何明示或暗示的陳述或保證，包括但不限於就與此賬戶相關的任何服務或任何信息程序而言，對適銷性或特定用途適用性的任何暗示保證或通過這些服務獲得的或與這些服務有關的產品。在任何情況下，第一證券或任何第三方均不對因這些服務的任何缺陷或使用這些服務而導致的直接、間接、附帶或後果性損害負責。您了解，要進行證券交易，將在所有方面受本協議的條款和條件以及您與 Firstrade Securities Inc. 之間的任何其他協議的限制。

Firstrade Securities Inc. 對您不符合此處或此類其他協議中指定的條款和條件的任何交易或嘗試進行的交易不承擔任何責任，並且您將賠償 Firstrade Securities Inc. 的任何索賠與任何此類交易或關聯交易相關的第三方。

您理解並同意，第一證券、其各自的管理人員、董事、僱員和供應商在任何情況下均不對您或第三方承擔任何責任，也不對任何特殊、間接、偶發、懲罰性或後果性損害承擔任何責任（包括利潤損失、交易損失和損害）您可能因使用第一證券根據本協議提供的服務而遭受的損失，包括您對應用程序、網站、市場數據、信息或內容的使用。第一證券及其各自的管理人員、董事和僱員不因服務或傳輸的延遲或中斷，或我們系統的性能故障而承擔

責任，無論是什麼原因，包括由政府或監管行動引起的，該行動任何交易所或其他自律組織，或由軟件或硬件故障引起的。

您還同意，對於任何交易所、清算機構、市場數據提供商或其他第三方（包括其他經紀自營商和清算公司以及銀行）或其各自的代理人或附屬公司，其對任何證券的義務。您同意受償方對您或第三方不承擔任何責任，或承擔任何責任：(i) 由於受償方無法直接控制的原因造成的任何損失，包括機械設備故障、未經授權的訪問、盜竊、操作員失誤、政府限制、不可抗力、市場數據可用性或質量、交易所裁決或暫停交易；(ii) 您可能因使用應用程序、網站和受償方提供的其他服務而招致的任何特殊、間接、附帶、後果性、懲罰性或懲戒性損害（包括利潤損失、交易損失和損害）根據本協議。此外，如果您授權或允許第三方訪問第一證券的服務，包括您的賬戶，您將對第一證券、第一證券及其各自的管理人員和員工進行賠償、辯護並使其免受損害，以免因該第三方的索賠或訴訟引起的任何損失基於或與此類訪問和使用有關的各方。

7. **賬戶限制：**您同意第一證券保留決定權利，在沒有事先通知下，對您通過第一證券電子服務的下單以任何原因採取拒絕、取消或修改的行為。此權利在您收到訂單編號後仍然有效。您了解任何第一證券認為對證券市場具有破壞性、數量/類型不尋常、有信用風險或超出第一證券一般授予權力限制的交易均可能遭到拒絕、取消或修改。您了解市場訂單不一定能取消，因為訂單是應該被即刻執行的，並有可能在第一證券收到您的取消請求前已被執行交易。您了解您的訂單在送往市場中心前，第一證券可能來不及進行精準的審查。您自願承擔所有對您訂單做出判斷和投資決定的責任。您同意第一證券單方面決定限制您賬戶的交易權限。
8. **暫停或終止服務：**您同意第一證券保留決定權利，在沒有事先通知下，以任何原因暫停或終止您使用任何或所有第一證券電子服務的權限。您同意不保留權利追究第一證券因任何不可控的電話、網絡或其他系統問題，包括系統維護或系統更新；或任何不可控的其他事件或情況造成結果之責任。
9. **市場數據與第三方信息的提供：**您了解通過第一證券電子服務提供的市場數據、新聞和其他信息（直接或簡介通過授權的第三方信息供應商提供的）僅供您個人使用，並且不得以任何形式轉發和重載。此類數據是從我們信賴的來源獲得，並為了方便您的操作而單獨提供的。您知道第一證券或任何信息供應商均不保證數據的準確性、完整性、及時性或排列正確性。您了解從第一證券電子服務獲取的投資推介、建議、意見和判斷均不為第一證券研究與擁有。您同意不保留權利追究第一證券或其信息供應商，因您依賴/使用任何此類數據而做出的投資決定，或因此類數據延遲或中斷而導致的任何情況之責任。

10. **修訂協議**：您同意第一證券可以在對您發出通知後，可全部或局部修改此合約書之條款條例；並不得用其他方式修改此合約。您同意遵守第一證券最新修訂合約的相關條款條例，使用第一證券電子服務和任何第一證券將提供的服務。修訂的條款條例將於第一證券公佈后生效。在收到修訂條款條例後，使用第一證券電子服務將被視為同意此修訂。

11. **完整協議**：本合約連同您的其他賬戶合約和用戶許可協議（包括第一證券賬戶合約和信息指南），被視為您與第一證券之間的完整協議，並取代任何事前口頭、書面或電子溝通達成之協議。任何因法律、規章、行政指令或司法裁決而導致任何合約內含條例無效、廢除或不可執行，均不影響合約其餘條例的有效性。本合約受紐約州政府法律規管。