



ELECTRONIC SERVICES AGREEMENT

电子服务合约书

Please read this Electronic Services Agreement before using any of the electronic services made available by Firsttrade ("Firsttrade") 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 states the terms and conditions regarding your use of any Electronic Service offered by Firsttrade and other authorized third party service providers, including the use of such services to enter transactions in your Firsttrade brokerage account. Your use of Firsttrade'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 Account Agreement and Information Guide furnished to you and by using Firsttrade'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's Electronic Services will be defined as any electronic or interactive product or service offered by Firsttrade which allows Firsttrade clients to: communicate with Firsttrade or an authorized third-party service provider; to obtain information or quotations from Firsttrade or an authorized third-party service provider; or enter into brokerage transactions with Firsttrade includes electronic data communications transmitted by you to Firsttrade through the use of personal, home or business computers connected by a modem or other device to an authorized telecommunications network designated by Firsttrade 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'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's electronic brokerage services. You acknowledge that Firsttrade 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 and/or Apex Clearing in connection with trades effected by you in your Firsttrade brokerage account(s) through Firsttrade's Electronic Services. Such brokerage commissions, fees, margin interest charges and payments will be paid directly to Firsttrade in accordance with the terms and conditions specified in the Firsttrade Account Agreement and Information Guide. You agree that Firsttrade may require a deposit before you can begin trading using Firsttrade'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 Firsttrade's Electronic Services, including, without limitation those of any third-party information providers offered through Firsttrade

4. PASSWORDS AND SECURITY: You acknowledge that you will be the only authorized user of Firsttrade 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 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's Electronic Services you will immediately notify Firstrade if:

- a. You have placed an order using Firstrade's Electronic Services and you do not receive an order number;
- b. You have placed an order using Firstrade's Electronic Services and you do not receive an accurate written or electronic confirmation of the order, its execution or cancellation within 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 immediately upon the occurrence of any of the above events, you agree that Firstrade 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 arising out of any action or omission by Firstrade 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 notice with respect to such transaction(s) pursuant to this Section. You agree that Firstrade 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 has been advised of the possibility of such damages. Firstrade 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'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'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

Firstrade 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 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 reserves the right in its sole discretion to reject, cancel or modify any order which you have placed through Firstrade'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, in its sole discretion, deems to be disruptive to the securities markets, unusual in size, ripe or credit risk or which exceeds Firstrade'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. You acknowledge that your orders may not be reviewed for accurateness and/or suitability by Firstrade 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 may, in its sole discretion, place trading restrictions on your account(s).

8. SUSPENSION OR TERMINATION OF SERVICES: You agree that Firstrade reserves the right in its sole discretion to suspend or terminate your access to any or all of Firstrade's Electronic Services for any reason and without prior notice to you. You agree not to hold Firstrade responsible or liable for any disruptions

in service due to: telephone network, computer network or other system problems beyond the control of Firstrade; system maintenance or system upgrades; or any other event or circumstance beyond the control of Firstrade Firstrade further reserves the right, in its sole discretion and without prior notice to you, to modify, restrict, or discontinue (permanently or temporarily) the Electronic Services or any feature, tool, or content offered through them, for any reason. Firstrade also reserves the right to deny or restrict your access to the Electronic Services in the event of any violation of this agreement or for any other reason Firstrade deems appropriate.

9. U.S. JURISDICTION; SELF-DIRECTED USE; ACCESS FROM OUTSIDE THE UNITED STATES:

- (a) Self-Directed Use. Your use of Firstrade's Electronic Services is for self-directed use only. The features, tools, market data, charts, watchlists, screeners, research, and other content made available through the Electronic Services are provided for informational and educational purposes only. Such features and content do not constitute investment, tax, or legal advice, nor a recommendation by Firstrade to buy, sell, or hold any security or to pursue any particular investment strategy. You acknowledge that you are solely responsible for evaluating the merits and risks of any information, tools, or services obtained through the Electronic Services before making any investment decision.
- (b) U.S. Jurisdiction and International Access. Firstrade's Electronic Services are controlled, operated, and administered by Firstrade from offices within the United States. Firstrade makes no representation that any materials, content, or features available through the Electronic Services are appropriate or available for use in locations outside the United States. Access to the Electronic Services from any jurisdiction in which their contents are illegal is prohibited. If you access the Electronic Services from a location outside the United States, you do so on your own initiative and are solely responsible for compliance with all applicable local laws, including but not limited to laws governing securities transactions, taxation, electronic communications, and data protection. Firstrade reserves the right, in its sole discretion, to limit or deny access to the Electronic Services from any geographic location.

10. PROVISION OF MARKET DATA AND THIRD-PARTY INFORMATION: You agree that the market data, news and other information provided to you through Firstrade'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 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's Electronic Services, none are developed or endorsed by Firstrade You agree not to hold Firstrade 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.

11. AMENDMENTS: You agree that Firstrade 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's Electronic Services and any additional services offered through Firstrade in the future only in accordance with the terms and conditions specified in this agreement as amended from time to time by Firstrade and that any amendments to the terms and conditions will be deemed effective

upon dissemination by Firstrade Use of Firstrade's Electronic Services after receipt of such amendments will be deemed to be acceptance of such amendments.

12. 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 Account Agreement and Information Guide), contains the entire agreement between you and Firstrade 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.

电子服务合约书

在使用第一证券 Firstrade Securities Inc. (“Firstrade”) 提供的任何电子服务之前，请仔细阅读本电子服务协议。为了使用这些服务，您必须同意受以下条款和条件的约束。

1. 概述：您确认，本协议系您与 Firstrade 之间就您使用 Firstrade 及其他授权第三方服务提供商所提供的任何电子服务（包括通过此类服务在您的 Firstrade 经纪账户中进行交易）所规定的条款和条件。您使用 Firstrade 的电子服务即表示您接受以下条款和条件。本协议所列条款和条件系对 Firstrade 向您提供的账户协议及信息指南中所载条款和条件的补充，您使用 Firstrade 的电子服务即确认您同意遵守其中规定的条款和条件。

2. 服务的提供：您确认，就本协议而言，Firstrade 的电子服务系指 Firstrade 提供的任何电子或互动产品或服务，允许 Firstrade 客户：与 Firstrade 或授权第三方服务提供商通信；从 Firstrade 或授权第三方服务提供商获取信息或报价；或与 Firstrade 进行经纪交易，包括您通过个人、家庭或商业电脑使用调制解调器或其他装置连接至 Firstrade 指定的授权电信网络，向 Firstrade 传输的电子数据通信。您确认，本协议亦适用于您使用自动按键式电话服务（通过该服务可获取账户信息和报价并进行经纪交易）。Firstrade 的电子服务包括但不限于“Market Touch”以及 Firstrade 电子经纪服务结合提供的任何第三方信息提供商的服务。您确认，Firstrade 可在不事先通知您的情况下修改或终止本协议项下提供的电子服务。

3. 佣金、费用及收费：您同意对因您通过 Firstrade 电子服务在您的 Firstrade 经纪账户中进行交易而应付给 Firstrade 及/或 Apex Clearing 的所有经纪佣金、费用、融资利息费用及款项承担全部责任。此类经纪佣金、费用、融资利息费用及款项将依照 Firstrade 账户协议及信息指南中规定的条款和条件直接支付给 Firstrade。您同意，Firstrade 可在您开始使用 Firstrade 电子服务进行交易前要求您存入保证金（所存资金可用于支付您的第一笔交易）。您同意支付与您使用 Firstrade 任何电子服务相关的所有费用和收费，包括但不限于 Firstrade 提供的任何第三方信息提供商的费用。

4. 密码及安全：您确认，您将是您账户的 Firstrade 电子服务的唯一授权用户。您须对您的用户名及密码的保密性和使用负完全责任，并同意对因使用您的用户名或密码而产生的所有活动（包括经纪交易）承担完全且唯一的责任（以下第 5 条另有规定者除外）。您亦同意对因您授权将您的经纪账户关联至 Firstrade 任何其他账户而产生的所有活动（包括经纪交易）承担完全且唯一的责任。您确认，我们可能会以录音方式记录与您的对话，无论是当面或通过电话进行，以作核实之用，您同意接受此类录音。

5. 未授权使用的通知：您同意，作为获批准使用 Firstrade 电子服务的条件，若出现以下情况，您须立即通知 Firstrade：

- a. 您已通过 Firstrade 电子服务下达订单，但未收到订单号码；
- b. 您已通过 Firstrade 电子服务下达订单，但在五个工作日内未收到有关该订单执行或取消的准确书面或电子确认；
- c. 您收到了您未曾下达的订单或类似冲突报告的确认；或
- d. 您得知您的用户名、密码或与您的经纪账户相关的任何产品或服务被未授权使用。

若您未能在上述任何事件发生后立即通知 Firstrade，您同意 Firstrade 对您或任何可能通过您提出索赔的人，就任何订单的处理、处理不当或损失所引起的任何索赔不承担任何责任。Firstrade 就其在处理、处理不当或损失方面的任何作为或不作为而产生的责任，应限于您在您首次有义务依据本条款就此类交易向 Firstrade 发出通知之日起五个工作日内，因该作为或不作为所造成的损失金额。您同意，Firstrade 及/或其任何高管、董事、雇员、代理人或附属公司对您或任何可能通过您提出索赔的人，即使 Firstrade 已被告知可能发生此类损害，亦不就任何间接、附带、特殊或衍生性损害承担任何其他责任。Firstrade 不应就因 Firstrade 合理控制范围以外的任何原因直接或间接导致的任何延误或履行失败而承担责任或被视为违反本协议。

6. 弃权；责任限制；赔偿：网上交易因系统响应和访问时间而存在固有风险，此类时间可能因市场状况、系统性能及其他因素而有所不同。您同意，您使用 Firstrade 的电子服务（网站或移动应用程序或任何其他服务）须由您自行承担风险。

服务按“现状”及“可用”方式提供。Firstrade、其雇员或任何第三方提供商均不作出任何明示或暗示的陈述或保证，包括但不限于就与本账户相关的服务或从这些服务获取、通过这些服务或与这些服务相关的任何信息、程序或产品的适销性或特定用途适用性的任何暗示保证。在任何情况下，Firstrade 或任何第三方均不就因使用这些服务的任何缺陷或使用这些服务而导致的直接、间接、附带或衍生性损害承担责任。您理解，进行证券交易在所有方面均受本协议及您与 Firstrade 之间任何其他协议的条款和条件的限制。

Firstrade 对于您的任何不符合本协议或此类其他协议所规定条款和条件的交易或试图进行的交易不承担任何责任，您将就任何第三方因此类交易或相关交易而提出的任何索赔向 Firstrade 进行赔偿。

您理解并同意，FIRSTRADE、其各自的高管、董事及雇员以及提供商在任何情况下均不对您或第三方承担责任，或就因您使用 FIRSTRADE 依据本协议提供的服务（包括您使用应用程序、网站、市场数据、信息或内容）而可能承受的任何特殊、间接、附带、惩罚性或衍生性损害（包括利润损失、交易损失及损害）承担任何责任。FIRSTRADE 及其各自的高管、董事及雇员不就服务或传输的延误或中断或我们系统的性能故障承担责任，无论原因如何，包括由政府或监管机构采取的行动、任何交易所或其他自律组织的行动，或由软件或硬件故障引起的情况。

您亦同意，Firstrade 及其各自的高管、董事和雇员（统称“被赔偿方”）对于任何交易所、结算组织、市场数据提供商或其他第三方（包括其他经纪商和结算公司及银行）或其任何各自的代理人或附属公司履行或未能履行其相对于任何证券的义务，不对您承担任何责任。您同意，被赔偿方对以下情况不对您或第三方承担任何责任：（i）因被赔偿方无法直接控制的原因（包括机械设备故障、未经授权的访问、盗窃、操作员错误、政府限制、不可抗力、市场数据可用性 or 质量、交易所裁决或暂停交易）所造成的任何损失；以及（ii）因您使用应用程序、网站及被赔偿方依据本协议提供的其他服务而可能承受的任何特殊、间接、附带、衍生性、惩罚性或典型性损害（包括利润损失、交易损失及损害）。此外，若您授权或允许第三方访问 Firstrade 的服务（包括您的账户），您将就此类第三方基于或涉及此类访问和使用提出的任何索赔或诉讼所引起的任何损失，向 Firstrade 及其各自的高管和雇员进行赔偿、辩护并使其免受损害。

7. 账户限制：您同意，Firstrade 保留自行决定以任何理由拒绝、取消或修改您通过 Firstrade 电子服务下达的任何订单的权利，且无需事先通知您，包括您已收到订单号码的订单。您确认，Firstrade 自行认定具破坏性、规模异常、存在信贷风险或超出 Firstrade 通常授权限额的任何订单，均可能遭到拒绝、取消或修改。您确认，市价订单并非始终可以取消，且在取消请求被 Firstrade 收到之前，订单可能已被执行。您确认，您的订单在提交至市场中心前，Firstrade 可能不会审查其准确性及/或适合性，您同意您对确定您的订单及投资决策的适合性负完全责任。您确认，Firstrade 可自行决定对您的账户设置交易限制。

8. 服务的暂停或终止：您同意，Firstrade 保留自行决定以任何理由暂停或终止您访问 Firstrade 任何或全部电子服务的权利，且无需事先通知您。您同意，不就以下原因造成的服务中断追究 Firstrade 的责任：电话网络、电脑网络或其他超出 Firstrade 控制范围的系统问题；系统维护或系统升级；或任何其他超出 Firstrade 控制范围的事件或情况。Firstrade 进一步保留以下权利：自行

决定且无需事先通知您，以任何理由修改、限制或终止（永久或暂时）电子服务或通过电子服务提供的任何功能、工具或内容。Firstrade 亦保留在您违反本协议或 Firstrade 认为合适的任何其他理由下，拒绝或限制您访问电子服务的权利。

9. 美国管辖权；自主使用；从美国境外访问：

- (a) **自主使用。**您使用 Firstrade 的电子服务仅供自主使用。通过电子服务提供的功能、工具、市场数据、图表、观察名单、筛选器、研究及其他内容仅供信息和教育目的使用。此类功能和内容不构成投资、税务或法律建议，亦不构成 Firstrade 买入、卖出或持有任何证券或追求任何特定投资策略的建议。您确认，您对在作出任何投资决策前评估通过电子服务获取的任何信息、工具或服务的优劣及风险负完全责任。
- (b) **美国管辖权及国际访问。**Firstrade 的电子服务由 Firstrade 在美国境内的办事处控制、运营和管理。Firstrade 不声明通过电子服务提供的任何材料、内容或功能适合或可在美国境外地区使用。从电子服务内容属违法的任何司法管辖区访问电子服务均被禁止。若您从美国境外的地点访问电子服务，您须自行主动并对遵守所有适用当地法律负完全责任，包括但不限于管辖证券交易、税务、电子通信及数据保护的法律法规。Firstrade 保留自行决定限制或拒绝从任何地理位置访问电子服务的权利。

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