



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. ("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.

電子服務合約書

在使用第一證券 Firstrade Securities Inc. (“Firstrade”) 提供的任何電子服務之前，請仔細閱讀本電子服務協議。為了使用這些服務，您必須同意受以下條款和條件的約束。

1. 概括：您確認，本協議係您與 Firstrade 之間就您使用 Firstrade 及其他授權第三方服務提供商所提供的任何電子服務（包括通過此類服務在您的 Firstrade 經紀帳戶中進行交易）所規定的條款和條件。您使用 Firstrade 的電子服務即表示您接受以下條款和條件。本協議所列條款和條件係對 Firstrade 向您提供的帳戶協議及資訊指南中所載條款和條件的補充，您使用 Firstrade 的電子服務即確認您同意遵守其中規定的條款和條件。

2. 服務的提供：您確認，就本協議而言，Firstrade 的電子服務係指 Firstrade 提供的任何電子或互動產品或服務，允許 Firstrade 客戶：與 Firstrade 或授權第三方服務提供商通訊；從 Firstrade 或授權第三方服務提供商獲取資訊或報價；或與 Firstrade 進行經紀交易，包括您通過個人、家庭或商業電腦使用數據機或其他裝置連接至 Firstrade 指定的授權電信網路，向 Firstrade 傳輸的電子資料通訊。您確認，本協議亦適用於您使用自動按鍵式電話服務（通過該服務可獲取帳戶資訊和報價並進行經紀交易）。Firstrade 的電子服務包括但不限於「Market Touch」以及 Firstrade 電子經紀服務結合提供的任何第三方資訊提供商的服務。您確認，Firstrade 可在不事先通知您的情況下修改或終止本協議項下提供的電子服務。

3. 佣金、費用及收費：您同意對因您通過 Firstrade 電子服務在您的 Firstrade 經紀帳戶中進行交易而應付給 Firstrade 及/或 Apex Clearing 的所有經紀佣金、費用、孖展利息費用及款項承擔全部責任。此類經紀佣金、費用、孖展利息費用及款項將依照 Firstrade 帳戶協議及資訊指南中規定的條款和條件直接支付給 Firstrade。您同意，Firstrade 可在您開始使用 Firstrade 電子服務進行交易前要求您存入保證金（所存資金可用於支付您的第一筆交易）。您同意支付與您使用 Firstrade 任何電子服務相關的所有費用和收費，包括但不限於 Firstrade 提供的任何第三方資訊提供商的費用。

4. 密碼及安全：您確認，您將是您賬戶的 Firstrade 電子服務的唯一授權用戶。您須對您的用戶名及密碼的保密性和使用負完全責任，並同意對因使用您的用戶名或密碼而產生的所有活動（包括經紀交易）承擔完全且唯一的責任（以下第 5 條另有規定者除外）。您亦同意對因您授權將您的經紀賬戶連結至 Firstrade 任何其他賬戶而產生的所有活動（包括經紀交易）承擔完全且唯一的責任。您確認，我們可能會以錄音方式記錄與您的對話，無論是當面或通過電話進行，以作核實之用，您同意接受此類錄音。

5. 未授權使用的通知：您同意，作為獲批准使用 Firstrade 電子服務的條件，若出現以下情況，您須立即通知 Firstrade：

- a. 您已通過 Firstrade 電子服務下達訂單，但未收到訂單號碼；
- b. 您已通過 Firstrade 電子服務下達訂單，但在五個工作日內未收到有關該訂單執行或取消的準確書面或電子確認；
- c. 您收到了您未曾下達的訂單或類似衝突報告的確認；或
- d. 您得知您的用戶名、密碼或與您的經紀賬戶相關的任何產品或服務被未授權使用。

若您未能在上述任何事件發生後立即通知 Firstrade，您同意 Firstrade 對您或任何可能通過您提出索賠的人，就任何訂單的處理、處理不當或損失所引起的任何索賠不承擔任何責任。Firstrade 就其在處理、處理不當或損失方面的任何作為或不作為而產生的責任，應限於您在您首次有義務依據本條款就此類交易向 Firstrade 發出通知之日起五個工作日內，因該作為或不作為所造成的損失金額。您同意，Firstrade 及/或其任何高管、董事、僱員、代理人或附屬公司對您或任何可能通過您提出索賠的人，即使 Firstrade 已被告知可能發生此類損害，亦不就任何間接、附帶、特殊或衍生性損害承擔任何其他責任。Firstrade 不應就因 Firstrade 合理控制範圍以外的任何原因直接或間接導致的任何延誤或履行失敗而承擔責任或被視為違反本協議。

6. 棄權；責任限制；賠償：網上交易因系統回應和存取時間而存在固有風險，此類時間可能因市場狀況、系統性能及其他因素而有所不同。您同意，您使用 Firstrade 的電子服務（網站或流動應用程式或任何其他服務）須由您自行承擔風險。

服務按「現狀」及「可用」方式提供。Firstrade、其僱員或任何第三方提供商均不作出任何明示或暗示的陳述或保證，包括但不限於就與本賬戶相關的服務或從這些服務獲取、通過這些服務或與這些服務相關的任何資訊、程式或產品的適銷性或特定用途適用性的任何暗示保證。在任何情況下，Firstrade 或任何第三方均不就因使用這些服務的任何缺陷或使用這些服務而導致的直接、間接、附帶或衍生性損害承擔責任。您理解，進行證券交易在所有方面均受本協議及您與 Firstrade 之間任何其他協議的條款和條件的限制。

Firstrade 對於您的任何不符合本協議或此類其他協議所規定條款和條件的交易或試圖進行的交易不承擔任何責任，您將就任何第三方因此類交易或相關交易而提出的任何索賠向 Firstrade 進行賠償。

您理解並同意，Firstrade、其各自的高管、董事及僱員以及提供商在任何情況下均不對您或第三方承擔責任，或就因您使用 Firstrade 依據本協議提供的服務（包括您使用應用程式、網站、市場資料、資訊或內容）而可能承受的任何特殊、間接、附帶、懲罰性或衍生性損害（包括利潤損失、交易損失及損害）承擔任何責任。Firstrade 及其各自的高管、董事及僱員不就服務或傳輸的延誤或中斷或我們系統的性能故障承擔責任，無論原因如何，包括由政府或監管機構採取的行動、任何交易所或其他自律組織的行動，或由軟件或硬件故障引起的情況。

您亦同意，Firstrade 及其各自的高管、董事和僱員（統稱「被賠償方」）對於任何交易所、結算組織、市場資料提供商或其他第三方（包括其他經紀商和結算公司及銀行）或其任何各自的代理人或附屬公司履行或未能履行其相對於任何證券的義務，不對您承擔任何責任。您同意，被賠償方對以下情況不對您或第三方承擔任何責任或責任：（i）因被賠償方無法直接控制的原因（包括機械設備故障、未經授權的存取、盜竊、操作員錯誤、政府限制、不可抗力、市場資料可用性或質量、交易所裁決或暫停交易）所造成的任何損失；以及（ii）因您使用應用程式、網站及被賠償方依據本協議提供的其他服務而可能承受的任何特殊、間接、附帶、衍生性、懲罰性或典型性損害（包括利潤損失、交易損失及損害）。此外，若您授權或允許第三方存取 Firstrade 的服務（包括您的賬戶），您將就此類第三方基於或涉及此類存取和使用提出的任何索賠或訴訟所引起的任何損失，向 Firstrade 及其各自的高管和僱員進行賠償、辯護並使其免受損害。

7. 賬戶限制：您同意，Firstrade 保留自行決定以任何理由拒絕、取消或修改您通過 Firstrade 電子服務下達的任何訂單的權利，且無需事先通知您，包括您已收到訂單號碼的訂單。您確認，Firstrade 自行認定具破壞性、規模異常、存在信貸風險或超出 Firstrade 通常授權限額的任何訂單，均可能遭到拒絕、取消或修改。您確認，市價訂單並非始終可以取消，且在取消請求被 Firstrade 收到之前，訂單可能已被執行。您確認，您的訂單在提交至市場中心前，Firstrade 可能不會審查其準確性及/或適合性，您同意您對確定您的訂單及投資決策的適合性負完全責任。您確認，Firstrade 可自行決定對您的賬戶設置交易限制。

8. 服務的暫停或終止：您同意，Firstrade 保留自行決定以任何理由暫停或終止您存取 Firstrade 任何或全部電子服務的權利，且無需事先通知您。您同意，不就以下原因造成的服務中斷追究 Firstrade 的責任：電話網絡、電腦網絡或其他超出 Firstrade 控制範圍的系統問題；系統維護或系統升級；或任何其他超出 Firstrade 控制範圍的事件或情況。Firstrade 進一步保留以下權利：自行

決定且無需事先通知您，以任何理由修改、限制或終止（永久或暫時）電子服務或通過電子服務提供的任何功能、工具或內容。Firstrade 亦保留在您違反本協議或 Firstrade 認為合適的任何其他理由下，拒絕或限制您存取電子服務的權利。

9. 美國管轄權；自主使用；從美國境外存取：

- (a) **自主使用。**您使用 Firstrade 的電子服務僅供自主使用。通過電子服務提供的功能、工具、市場資料、圖表、觀察名單、篩選器、研究及其他內容僅供資訊和教育目的使用。此類功能和內容不構成投資、稅務或法律建議，亦不構成 Firstrade 買入、賣出或持有任何證券或追求任何特定投資策略的建議。您確認，您對在作出任何投資決策前評估通過電子服務獲取的任何資訊、工具或服務的優劣及風險負完全責任。
- (b) **美國管轄權及國際存取。**Firstrade 的電子服務由 Firstrade 在美國境內的辦事處控制、運營和管理。Firstrade 不聲明通過電子服務提供的任何材料、內容或功能適合或可在美國境外地區使用。從電子服務內容屬違法的任何司法管轄區存取電子服務均被禁止。若您從美國境外的地點存取電子服務，您須自行主動並對遵守所有適用當地法律負完全責任，包括但不限於管轄證券交易、稅務、電子通訊及資料保護的法律。Firstrade 保留自行決定限制或拒絕從任何地理位置存取電子服務的權利。

10. 市場資料及第三方資訊的提供：您同意，通過 Firstrade 電子服務（直接或間接通過授權第三方資訊提供商）向您提供的市場資料、新聞及其他資訊僅供您個人使用，且您不會以任何形式重新傳送或重新發布這些資料。您確認，向您提供的資料來源被認為可靠，僅在盡力而為的基礎上為您的方便而提供，Firstrade 或任何資訊提供商不就其準確性、完整性、及時性或正確順序作出任何保證。您確認，儘管可通過 Firstrade 電子服務獲取投資建議、意見和判斷，但均非由 Firstrade 開發或認可。您同意，不就您根據此類資料作出的任何投資決策，或因任何原因資料傳遞延誤或中斷而產生的任何責任，追究 Firstrade 或其資訊提供商的責任。

11. 修訂：您同意，Firstrade 可在通知您後全部或部分更改本協議的條款和條件；本協議的任何條款均不得以任何其他方式修訂。您同意，您日後僅可依照 Firstrade 不時修訂的本協議所規定的條款和條件使用 Firstrade 的電子服務及 Firstrade 未來提供的任何附加服務，且任何條款和條件的修訂均在 Firstrade 傳送後視為生效。在收到此類修訂後繼續使用 Firstrade 的電子服務，將被視為接受此類修訂。

12. 完整協議：本協議連同您的賬戶協議及您可能作為一方的任何用戶授權協議（包括 Firstrade 賬戶協議及資訊指南），構成您與 Firstrade 之間就本協議所載主題的完整協議，並取代所有先前

的通訊，無論是口頭、書面或電子形式。若本協議的任何條款因任何法律、規則、行政命令或司法裁決而被認定無效、無效力或不可執行，該認定不影響本協議其他條款的有效性。本協議受紐約州法律管轄。