



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 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.

电子服务合约书

请在使用任何第一证券 (Firstrade Security Inc.) 提供电子服务前阅读此电子服务合约书。在使用这些服务前，您必须同意并遵守以下条款条例。

1. 概括：您同意，您与第一证券之间的于本合约书中列明的条款条例，关于您使用第一证券提供和其他授权的第三方服务提供商（此类服务包括在您的第一证券账户中输入交易。）的电子服务。一旦使用第一证券的电子服务，表示您接受以下条款条例。此处列出的条款条例将对第一证券账户合约和信息指南中的条款条例进行补充说明，同时对第一证券电子服务进行使用表示您同意补充条款条例。
2. 服务提供：您同意此合约书定义第一证券提供的电子互动产品或服务，允许第一证券的客户：与第一证券或授权的第三方供应商沟通；从第一证券或授权的第三方供应商获得信息或提问；或在第一证券进行交易，包括您通过使用个人、家庭、商业电脑链接调节解调器或其他设备至第一证券指定的授权电信网络登陆第一证券。您也接受此合约书授予的通过使用电话服务获取您的账户信息、报价和进行经纪人下单。第一证券电子服务包括，但不限于，“市场接触”和任何由第三方信息供应商提供的与第一证券电子投资连结的服务。您同意第一证券在没有事先通知的情况下，根据合约修改或终止电子服务。
3. 佣金、费用和收费：您同意全额支付第一证券和（或）APEX 交割公司任何由您的第一证券投资账户使用电子服务进行交易产生的佣金、费用、融资利息收费和账款的全部责任。此类佣金、费用、融资利息收费和账款，根据第一证券账户合约和信息指南的相关条款条例，将直接支付给第一证券。您接受第一证券可能要求使用电子交易前存入资金（存入资金可用于您的第一笔交易）。您同意支付所有关于您使用第一证券电子服务的费用和收费包括，但不限于，任何第一证券提供的第三方信息供应商。
4. 密码与安全：您承认是第一证券账户的唯一授权电子服务使用者。您需承担保持用户名和密码安全性的全部责任，同时您同意独立承担对账户活动的全部责任，包括使用您用户名和密码的经纪人交易（第 5 项列明状况除外），和通过您授权连接您的账户至任何其他第一证券账户的经纪人交易。您了解并同意我们对与您的对话进行录音，无论是面谈还是电话对话。
5. 未授权使用通知：您同意，当发现以下的电子服务相关内容时马上通知第一证券：
 - a. 当您使用第一证券电子服务进行下单后，没有收到订单编号时；

- b. 当您使用第一证券电子服务进行下单后，5 个工作日内没有收到书面或电子的订单成交/取消的确认书时；
- c. 当收到交易确认书，但您并没有进行此笔或此类下单时；或
- d. 当发现您的用户名、密码或任何与您投资账户相关的服务在没有得到您授权的前提下被使用时。

您同意，您没有在上述事件发生时立即通知第一证券，第一证券将不对您或任何人提出正在处理的、处理不当的或任何订单损失之事件承担任何责任或义务。第一证券对被提出的正在处理的、处理不当的或任何订单损失之责任仅限于您在被赋予通知第一证券的义务后，5 个工作日内因此事件造成的损失金额。同时，您同意第一证券与其董事、主管人员、职员、代理人或任何相关人员均不负责您或任何人提出连带的、偶然的、特殊的或间接的损失，虽然第一证券已被告知此类损失的可能性。根据此合约书，第一证券不因在超出本公司合理控制下，直接或间接造成的延误或错失承担任何责任或被视为违约。

6. 豁免; 责任限制; 赔偿：由于系统响应和访问时间可能因市场条件、系统性能和其他因素而异，因此在线交易存在固有风险。您同意自行承担使用 **Firstrade Securities Inc.** 电子服务（网站或移动应用程序或任何其他服务）的风险。

服务按“原样”和“可用”提供。**Firstrade**、员工或任何第三方提供商均不作任何明示或暗示的陈述或保证，包括但不限于就与此账户相关的任何服务或任何信息程序而言，对适销性或特定用途适用性的任何暗示保证 或通过这服务获得的或与这服务有关的产品。在任何情况下，第一证券或任何第三方均不对因这些服务的任何缺陷或使用这些服务而导致的直接、间接、附带或后果性损害负责。您了解，要进行证券交易，将在所有方面受本协议的条款和条件以及您与 **Firstrade Securities Inc.** 之间的任何其他协议的限制。

Firstrade Securities Inc. 对您不符合此处或此类其他协议中指定的条款和条件的任何交易或尝试进行的交易不承担任何责任，并且您将赔偿 **Firstrade Securities Inc.** 的任何索赔 与任何此类交易或关联交易相关的第三方。

您理解并同意，第一证券、其各自的管理人员、董事、雇员和供应商在任何情况下均不对您或第三方承担任何责任，也不对任何特殊、间接、偶发、惩罚性或后果性损害承担任何责任（包括利润损失、交易损失和损害）您可能因使用第一证券根据本协议提供的服务而遭受的损失，包括您对应用程序、网站、市场数据、信息或内容的使用，第一证券及其各自的管理人员、董事和雇员不因服务或传输的延迟或中断，或我们系统的性能故障而承担责任，无论

是什么原因，包括由政府或监管行动引起的，该行动任何交易所或其他自律组织，或由软件或硬件故障引起的。

您还同意，对于任何交易所、清算机构、市场数据提供商或其他第三方（包括其他经纪自营商和清算公司以及银行）或其各自的代理人或附属公司，其对任何证券的义务。您同意受偿方对您或第三方不承担任何责任，或承担任何责任：(i) 由于受偿方无法直接控制的原因造成的任何损失，包括机械设备故障、未经授权的访问、盗窃、操作员失误、政府限制、不可抗力、市场数据可用性或质量、交易所裁决或暂停交易；(ii) 您可能因使用应用程序、网站和受偿方提供的其他服务而招致的任何特殊、间接、附带、后果性、惩罚性或惩戒性损害（包括利润损失、交易损失和损害）根据本协议。此外，如果您授权或允许第三方访问第一证券的服务，包括您的账户，您将对第一证券、第一证券及其各自的管理人员和员工进行赔偿、辩护并使其免受损害，以免因该第三方的索赔或诉讼引起的任何损失。基于或与此类访问和使用有关的各方。

7. 账户限制：您同意第一证券保留决定权利，在没有事先通知下，对您通过第一证券电子服务的下单以任何原因采取拒绝、取消或修改的行为。此权利在您收到订单编号后仍然有效。您了解任何第一证券认为对证券市场具有破坏性、数量/类型不寻常、有信用风险或超出第一证券一般授予权力限制的交易均可能遭到拒绝、取消或修改。您了解市场订单不一定能取消，因为订单是应该被即刻执行的，并有可能在第一证券收到您的取消请求前已被执行交易。您了解您的订单在送往市场中心前，第一证券可能来不及进行精准的审查。您自愿承担所有对您订单做出判断和投资决定的责任。您同意第一证券单方面决定限制您账户的交易权限。
8. 暂停或终止服务：您同意第一证券保留决定权利，在没有事先通知下，以任何原因暂停或终止您使用任何或所有第一证券电子服务的权限。您同意不保留权利追究第一证券因任何不可控的电话、网络或其他系统问题，包括系统维护或系统更新；或任何不可控的其他事件或情况造成结果之责任。
9. 市场数据与第三方信息的提供：您了解通过第一证券电子服务提供的市场数据、新闻和其他信息（直接或简介通过授权的第三方信息供应商提供的）仅供您个人使用，并且不得以任何形式转发和重载。此类数据是从我们信赖的来源获得，并为了方便您的操作而单独提供的。您知道第一证券或任何信息供应商均不保证数据的准确性、完整性、及时性或排列正确性。您了解从第一证券电子服务获取的投资推介、建议、意见和判断均不为第一证券研究与拥有。您同意不保留权利追究第一证券或其信息供应商，因您依赖/使用任何此类数据而做出的投资决定，或因此类数据延迟或中断而导致的任何情况之责任。

10. 修订协议：您同意第一证券可以在对您发出通知后，可全部或局部修改此合约书之条款条例；并不得用其他方式修改此合约。您同意遵守第一证券最新修订合约的相关条款条例，使用第一证券电子服务和任何第一证券将提供的服务。修订的条款条例将于第一证券公布后生效。在收到修订条款条例后，使用第一证券电子服务将被视为同意此修订。
11. 完整协议：本合约连同您的其他账户合约和用户许可协议（包括第一证券账户合约和信息指南），被视为您与第一证券之间的完整协议，并取代任何事前口头、书面或电子沟通达成之协议。任何因法律、规章、行政指令或司法裁决而导致任何合约内含条例无效、废除或不可执行，均不影响合约其余条例的有效性。本合约受纽约州政府法律规管。