

附件：財團法人中華民國證券櫃檯買賣中心使用即時股價指數或延遲交易  
資訊契約

Agreement on use of Trading Information (draft)

財團法人中華民國證券櫃檯買賣中心（以下簡稱甲方）與\_\_\_\_\_（以下簡稱乙方），茲為乙方依甲方「財團法人中華民國證券櫃檯買賣中心櫃檯買賣有價證券交易資訊使用管理辦法」暨有關規定，申請間接連線取得交易資訊傳輸或播放予其用戶，特訂立本契約，雙方約定條款如左：

This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Taipei Exchange (hereinafter referred to as "Party A") and \_\_\_\_\_ (hereinafter referred to as "Party B"), in regard to Party B's application in accordance with the "Regulations Governing the Use of Trading Information" and relevant regulations stipulated by Party A for indirect connection of and obtaining trading information for transmitting or broadcasting to Party B's subscribers, based on the following terms and conditions as mutually agreed upon by both parties hereto:

第一條 甲方同意乙方予本契約簽訂後，得經由\_\_\_\_\_

（以下簡稱申請使用者）間接連線取得左列交易資訊：(勾選)

☐即時股價指數資訊    ☐延遲交易資訊

以上勾選項目，如有異動，須經甲方書面同意並繳交應繳付之費用。

Article 1:

Party A agrees that, after the signing of this Agreement, Party B will have an access to the following trading information through an indirect connection via \_\_\_\_\_ (hereinafter referred to as "User"): (please tick the appropriate item)

(     ) Real-time stock price index information

(     ) Delayed trading information

In case of change of the item ticked above, it shall require the written consent of Party A and payment of all necessary fee for such change.

第二條 自本契約簽訂生效後，乙方使用交易資訊應遵守主管機關之有關法令及甲方「財團法人中華民國證券櫃檯買賣中心櫃檯買賣有價證券交易資訊使用管理辦法」與其他相關章則、函示、公告暨繳付資訊使用費及其他費用之義務。

自簽約後，前項有關之法令、辦法、章則、函示、公告規定事項如有修正，甲方不負主動通知乙方之責任，乙方得與申請使用者

約定或協議，由申請使用者善盡轉告之義務，乙方不得諉為不知而拒絕遵守。

Article 2:

After this Agreement has been executed and effective and at the time it uses the trading information, Party B shall use the trading information abide by the relevant laws and regulations stipulated by the authority in charge of securities, the "Regulations Governing the Use of Trading Information" of Party A and the provisions of other relevant rules, circular letters and public announcements and shall pay fees for the use of the use of information and other fees.

Where there is any amendment to the relevant provisions of any laws, regulations, rules, circular letter or public announcements subsequent to the execution of this Agreement, Party A shall not be obligated to notify Party B of such amendment. Party B may reach a covenant or agreement with the User to the effect that the User shall notify [Party B of] such amendment on a timely basis, and Party B shall not refuse to comply with such amendment by asserting that it did not know such amendment.

第三條 未經甲方同意，乙方及其用戶不得將甲方之交易資訊另行取樣並編制指數或其他衍生性之商品；若有違反甲方得終止本契約或請乙方停止傳輸資訊予該用戶。

Article 3:

Without Party A's consent, neither Party B nor its subscriber(s) shall convert Party A's trading information into indexes or other derivative products. If Party B violates the foregoing provision, Party A may terminate this Agreement or request Party B to cease the transmission of trading information to its subscriber(s).

第四條 乙方提供之交易資訊畫面，應明顯標示乙方名稱或足資區別之服務標章，及本資訊內容係經申請使用者處理提供之說明，並加註「資訊來源：財團法人中華民國證券櫃檯買賣中心 TPEX」字樣。乙方傳輸或播放之延遲交易資訊，其畫面須明顯揭示其為較即時交易資訊延遲二十分鐘以上之資訊，以免誤導資訊使用者。倘因未揭示或未明顯揭示致產生糾紛，乙方應自負完全法律責任。

Article 4:

The picture plane of trading information provided by Party B shall conspicuously show Party B's name or service mark to signify

the identity of the information provider, and statement that the contents of the information are processed and provided by the User, together with a remark "source of information:TPEX".

When transmitting or broadcasting delayed trading information, Party B shall conspicuously display on the picture plane that the trading information provided is more than twenty (20) minutes later than the real-time trading information so as not to mislead users of such information. In case of any failure to display or failure to conspicuously display which results in any dispute,

Party B shall be solely liable for all legal obligation.

第五條 乙方僅得傳輸或播放申請使用者所提供且在第一條勾選之資訊，如有變更交易資訊來源者，須經甲方書面同意。

Article 5:

Party A may only transmit or broadcast the trading information ticked in Article 1 hereof and provided by the User. Any change of the source of the trading information shall require written consent of Party A.

第六條 未經甲方書面同意，乙方不得將取得之交易資訊傳輸予其他相關業者再出租、出售、播放或經營網站資訊提供或與其共同使用。

Article 6:

Without Party A's written consent, Party B shall not transmit the trading information to other operators for renting, sale, broadcasting or operating web sites in connection with the provision of information, or for sharing the trading information with other operators.

第七條 甲方得隨時派員查核乙方之機房及查訪乙方使用播放或轉傳輸交易資訊之情形，乙方不得拒絕或規避。

Article 7:

Party A may at any time and from time to time dispatch its personnel to inspect Party B's equipment room and to check the operation of Party B in regard to the use, broadcasting or re-transmission of trading information, to which Party B shall not refuse or avoid.

第八條 甲方對申請使用者傳輸予乙方之交易資訊，不提供任何保證；申請使用者未能履行與乙方簽訂之交易資訊契約時，甲方不負代為履行契約之責任。

Article 8:

Party A does not provide any guarantee on the trading informatio

n transmitted to Party B by the User. If the User fails to perform its agreement for the provision of trading information with Party B, Party A shall not be held responsible for the performance of such agreement on behalf of the user.

第九條 甲方提供申請使用者之交易資訊或設備有傳輸中斷或發生故障無法正常作業時，甲方不負損害賠償責任。

Article 9:

In case the trading information provided to the User by Party A is interrupted during transmission or the equipment used for providing such information is out of order and cannot properly function, Party A shall not be liable for any damages sustained therefrom.

第一〇條 甲方與申請使用者間之供給使用交易資訊契約經終止者，或乙方與申請使用者間之交易資訊契約終止者，本契約亦當然終止。

Article 10:

Upon the termination of the agreement on supply of trading information executed by and between Party A and the User or the agreement for the provision of trading information executed by and between Party B and the User, this Agreement shall be automatically terminated.

第一一條 甲方如因業務需要或主管機關之政策指示致須中止或變更交易資訊內容時，得於三個月前以書面說明理由通知乙方中止或變更本契約，乙方不得有所異議。

Article 11:

Where Party A must discontinue the transmission of trading information or change the contents of trading information because of business needs or the policies and instructions given by competent authorities, Party A may terminate or amend this Agreement by giving Party B a three-month(3) prior written notice stating the reasons therefor, to which Party B shall not raise any objection.

第一二條 乙方違反本契約時，甲方得終止本契約，並通知申請使用者，停止傳輸交易資訊予乙方。

Article 12:

In case Party B violates any provisions of this Agreement, Party A shall be entitled to terminate this Agreement and notify the User to cease the transmission of trading information to Party B.

第一三條 本契約任何一方當事人，未經對方書面同意，不得轉讓本契約。

Article 13:

Neither party shall assign this Agreement without the other party's written consent.

第一四條 因本契約所生之爭議，契約雙方同意以台灣台北地方法院為第一審管轄法院。

Article 14:

In case of any dispute arising from this Agreement, both parties agree that the Taipei District Court of Taiwan shall be the court of in the first instance.

第一五條 本契約以中英文併列，如發生任何爭議，應以中文為準。

Article 15:

The Agreement if prepared in both Chinese and English versions, and in the event of any discrepancy, the Chinese version shall prevail.

第一六條 本契約壹式二份，雙方各執壹份為憑。

Article 16:

This Agreement is executed in two (2) counterparts, with each party to hold one as evidence.

立約人

甲 方：財團法人中華民國證券櫃檯買賣中心

負責人：董事長

地 址：台北市羅斯福路二段一〇〇號十五樓

Party A: Taipei Exchange

Responsible Person :Chairman

Address:15F,No.100,SEC. 2,ROOSEVELT ROAD, TAIPEI, TAIWAN, R.O.C

乙 方：

負責人：

地 址：

Party B:

Responsible Person:

Address:

中華民國 年 月 日