

# OPRA Professional Subscriber Agreement OPRA专业用户协议



Contact Information 联系信息:

Log in and go to Client Services > Message Center to contact us  
登入并进入客户服务>信息中心联系我们

Mailing Address 邮寄地址:

PO Box 2760, Omaha, NE  
68103-2760

In case of any discrepancy between the English and Chinese version of this form, the English version shall prevail.

如果表格中的任何中文与英文不符，则以英文版为准。

**Important notice:** This subscriber agreement (this “Agreement”) is an agreement between you and TD Ameritrade, Inc. for you to receive information published by the options price reporting authority, LLC (“OPRA”). Please read this agreement carefully. If you do not agree to these terms and conditions, you will be unable to receive the information.

This Agreement uses several special terms.

By clicking on the “I agree” button at the end of this Agreement, you are applying to receive from TD Ameritrade, Inc. (“TD Ameritrade”) a market data service (the “Service”) providing access to current options last sale and quotation information and related information (“OPRA Data”) published by OPRA, and you further agree as follows:

1. You will receive OPRA Data solely for your own use, which may include use by your employees on your behalf.
2. You will not resend or otherwise give OPRA Data to any other person, except to your employees for use on your behalf.
3. OPRA Data is and shall remain the property of the respective exchange or other market on which a reported transaction took place or a reported quotation was entered (the “Participant”).
4. The terms and conditions of this Agreement may be modified by OPRA at any time upon notice to you.
5. This Agreement may be terminated by you or TD Ameritrade upon 30 days notice for any reason. TD Ameritrade may terminate this Agreement immediately if TD Ameritrade or OPRA determines that you are not in compliance with the Agreement, including non-payment of any fees due in a timely manner.
6. **Disclaimer of Liability** -- Neither TD Ameritrade, OPRA, OPRA’s Processor, nor any OPRA participant guarantees the timelines, sequence, accuracy, or completeness of any of the OPRA data supplied to you hereunder and neither TD Ameritrade, OPRA, OPRA’s processor, nor any OPRA participant shall be liable in any way, to you or to any other person, for any loss, damages, cost, or expense which may arise from any failure of performance by TD Ameritrade, OPRA, OPRA’s processor, or any OPRA participant, or from any delays, inaccuracies, errors in, or omissions of, any of the OPRA data or in the transmission or delivery thereof, whether or not due to any negligent act or omission on the part of TD Ameritrade, OPRA, OPRA’s processor, or any OPRA participant. In no event shall TD Ameritrade, OPRA, OPRA’s processor, or any participant be liable for any incidental, special, indirect, or consequential damages, including but not limited to lost profits, trading losses, or damages resulting from inconvenience or loss of use of the service.
7. In addition to TD Ameritrade, this Agreement is for the express benefit of OPRA, the central processor that OPRA has chosen to process all information provided, and each Participant.

**重要通知：**此份用户协议（简称“协议”）为您与德美利证券公司之间的协议，旨在为您提供期权报价管理局（OPTIONS PRICE REPORTING AUTHORITY, LLC，简称“OPRA”）所发行的资料。请仔细阅读本协议。若您不同意协议相关条文或条款，请想我们将无法提供资料给您。

本协议使用了若干专业术语。

您一旦点击本协议结尾的“我同意”按键，即代表您申请接收德美利证券公司（简称“德美利证券”）相关市场数据服务（简称“服务”），取得由OPRA所发行的最新期权销售与报价资料及相关资料（简称“OPRA资料”），并同意以下事项：

1. 您将收到 OPRA 资料仅供您自己使用，包括由您的雇员代表您使用。
2. 您不得转发或将OPRA 相关资料提供给他人，除非是您的雇员代表您使用。
3. OPRA 数据属于并应继续属于报告交易发生或报告输入报价的相关交易所或其他市场（“参与者”）的财产。
4. OPRA可能不定时修订协议相关条文与条款，并向您发出通知。
5. 您或德美利证券可基于任何原因，提前30天发出通知解除此协议。若德美利证券或 OPRA 认定您未能遵守本协议，那么德美利证券可以立即终止本协议，这包括未及支付的任何费用。
6. **免责声明-德美利证券、OPRA、OPRA 操作人员或任何 OPRA 参与人员**，对于本协议所提供 OPRA 资料的及时性、顺序性、准确性或完整性均不作任何担保，且德美利证券、OPRA、OPRA 操作人员或任何 OPRA 参与人员对于您或任何他人因德美利证券、OPRA、OPRA 操作人员或任何 OPRA 参与人员表现不佳，或因OPRA 数据或传输或传送任何延迟、失准、错误或疏忽所造成相关损失、损害、成本或支出概不负责，无论是因德美利证券、OPRA、OPRA 操作人员或任何OPRA 参与人员相关疏失行为或疏漏与否。任何情况下，德美利证券、OPRA、OPRA 操作人员或任何参与人员对任何附带的、特殊的、间接的或结果性损害概不负责，包括但不限于利润损失、交易损失或因使用本服务的不便性或无法使用所造成的损害。
7. 向德美利证券声明：您不是证券经纪交易商、投资顾问、期货除了德美利证券，本协议意在确保OPRA、OPRA 所选用于处理及提供所有资料的中心操作人员以及各个参与人员的明确利益。

Investment Products:  
Not FDIC Insured \* No Bank Guarantee \* May Lose Value

投资产品：  
非FDIC保险 \* 非银行保证 \* 可能损失价值

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## Data Protection Addendum

This Data Protection Addendum (“Addendum”) effective as of November 1, 2018 (the “Effective Date”) sets forth terms implemented by Options Price Reporting Authority, LLC (“OPRA”) regarding the transfer of personal data covered by the EU General Data Protection Regulation 2016/679 (“GDPR” as further defined below). The terms of this Addendum are incorporated into each agreement directly between OPRA and its subscribers and vendors, including into each Vendor Agreement and Professional Subscriber Agreement (each a “Customer Agreement”). “Customer” means any individual or entity (including any OPRA vendor, vendor affiliate or subscriber) that provides personal data to OPRA in the course of OPRA’s business activities.

### Article 1 Definitions

Terms not defined in this Addendum but defined in a Customer Agreement shall have the applicable meaning set forth in the Customer Agreement. In addition, as used in this Addendum:

“**EEA**” means the European Economic Area.

“**GDPR**” means the EU General Data Protection Regulation 2016/679, or any successor legislation thereto, and includes any national implementations of the GDPR in an EU member state.

“**OPRA Data**” means market data disseminated by OPRA.

“**Personal data**” (regardless of capitalization) has the meaning given to such term in the GDPR.

“**Standard Contractual Clauses**” means the Standard Contractual Clauses for the Transfer of personal data from the European Community to Third Countries (Controller-to-Controller Transfers – Set II) as approved by the European Commission Decision C(2004)5271 (found in the Annex to the European Commission Decision of December 27, 2004) or any model clauses that are approved by the European Commission to amend or replace such clauses.

“**Third Country**” means a country outside the EEA, including the United States of America, other than a country which is deemed by the European Union Commission to have an adequate level of protection by reason of its domestic law or of the international commitments it has entered into.

“**Controller**”, “**process(ing)**” and “**data subject**” (regardless of capitalization) each have the meaning given to such terms in the GDPR and Standard Contractual Clauses.

### Article 2 Application and Effect

This Addendum amends and supplements any provisions contained in a Customer Agreement that relate to the transfer of personal data governed by the GDPR, and shall be effective for the term of the Customer Agreement unless modified or terminated earlier as provided herein. This Addendum applies only to personal data governed by the GDPR. If Customer objects to this Addendum, it may terminate its Customer Agreement by giving written notice to OPRA within thirty (30) days of the Effective Date. Unless Customer gives such written termination notice to OPRA, Customer shall be deemed to have agreed to this Addendum.

OPRA may from time to time amend or modify this Addendum by giving Customer at least thirty (30) days written notice prior to the effective date of the modification (the “Change Effective Date”). Such notice may be given electronically via email or online posting. Customer may terminate its Customer Agreement upon written notice to OPRA given on or before the Change Effective Date specified in OPRA’s notice. Unless Customer gives such written termination notice to OPRA on or before the Change Effective Date, Customer shall be deemed to have consented and agreed to the modification.

### Article 3 Data Transfer

In order for OPRA to perform its obligations and exercise its rights in accordance with its Customer Agreement(s) with Customer, Customer may be required to provide OPRA with personal data that is governed by the GDPR. OPRA and Customer agree to be bound by the terms and conditions of this Addendum with respect to such personal data, and in the event of conflict with any other terms of the Customer Agreement, the terms in this Addendum shall prevail.

## 数据保护附录

本数据保护附录(“附录”)自2018年11月1日起生效(“生效日期”)，规定了由期权报价管理局(OPTIONS PRICE REPORTING AUTHORITY, LLC，简称“OPRA”)实施的、由欧盟数据保护通用条例2016/679(“GDPR”，详情见下文)规定的关于个人数据转移的条款。本附录的条款直接包含于OPRA与其用户和供应商之间的每个协议中，包括每份供应商协议和专业用户协议(每份“客户协议”)。“客户”指在OPRA商业活动过程中向OPRA提供个人数据的任何个人或实体(包括任何OPRA供应商、供应商附属机构或用户)。

### 第1条 定义

本附录中未定义但在客户协议中有定义的条款，具有在客户协议中规定的适用含义。此外，本附录中所使用的定义如下：

“**EEA**”指欧洲经济区。

“**GDPR**”指欧盟数据保护通用条例2016/679，或其任何后续立法，包括欧盟成员国在国内实施的任何GDPR。

“**OPRA数据**”是指由OPRA传播的市场数据。

“**个人数据**”(不论是否资本化)的含义由GDPR中的相关条款所定义。

“**标准合同条款**”是指由欧洲委员会决策C(2004)5271批准的从欧洲共同体向第三国(数据控制者至数据控制者的转移 - 第二组)转移个人数据的标准合同条款(见欧洲委员会于2004年12月27日决定的附件)，或由欧盟委员会批准修改或替换此类条款的任何示范条款。

“**第三国**”是指欧洲经济区以外的国家(包括美国)，欧盟委员会认为由于其国内法或加入国际承诺而具有适当保护水平的国家除外。

“**数据控制者**”，“**处理**”和“**数据对象**”(不论是否资本化)的含义均由GDPR和标准合同条款中的条款所定义。

### 第2条 应用和影响

本附录修订并补充了客户协议中，由GDPR管辖的与个人数据传输相关的任何条款，除非在此之前提出修改或终止，否则客户协议中的条款应一直有效。本附录仅适用于由GDPR管辖的个人数据。如果客户反对本附录，则可以在生效日期后三十(30)天内向OPRA发出书面通知终止其客户协议。除非客户向OPRA提供此类书面终止通知，否则客户应被视为已认可本附录。

OPRA可能会不定期修改或修订本附录，并至少在变更生效日期之前三十(30)天书面通知客户(“变更生效日期”)。此类通知可通过电子邮件或网上发布的电子方式提供。客户可在OPRA通知中指定的变更生效当日或之前向OPRA发出书面通知终止其客户协议。除非客户在变更生效当日或之前向OPRA提供书面终止通知，否则客户应被视为已认可并同意该变更。

### 第3条 数据传输

为了使OPRA履行其义务并根据其与客户的客户协议行使其权利，客户可能被要求向OPRA提供由GDPR管辖的个人数据。OPRA和客户同意遵守本附录中有关于此类个人数据的条款和规定，如果与客户协议中的其他任何条款不一致，则以本附录中的条款为准。

## 3.1 Export of Personal Data

3.1.1 To the extent that OPRA stores or otherwise processes personal data provided by Customer in a Third Country, the parties agree that the provisions in the Standard Contractual Clauses shall apply and are incorporated herein by reference. When a party processes personal data for its own purposes, it acts as a data controller. Pursuant to the Standard Contractual Clauses, Customer as a data controller is a “data exporter” when it transfers personal data from inside the EEA to OPRA (as a data controller) outside of the EEA; and in this circumstance OPRA is a “data importer.”

3.1.2 As a data importer, OPRA will process personal data (a) in accordance with the data processing principles set forth in Annex A of the Standard Contractual Clauses, and (b) for the purposes described below (which shall also apply as Annex B of the Standard Contractual Clauses):

- (a) Data subjects: The personal data transferred concern the following categories of data subjects: End users, subscribers, and recipients (and their respective designees or representatives) of OPRA Data (either directly or through a vendor or other Customer).
- (b) Purposes of the transfer(s): The transfer is made for the following purposes:
  - (i) To fulfill Customer’s reporting obligations,
  - (ii) to enable OPRA to process and administer Customer’s Customer Agreement(s), including by verifying compliance with the Customer Agreement(s) and exercising audit, review and other rights pursuant to the Customer Agreement(s) and
  - (iii) to comply with regulatory requirements.
- (c) Categories of personal data: The personal data transferred may concern data in one or more of the following categories of data:

For data subjects not employed by Customer or a subsidiary of Customer: name, employer, title, employer address, employment status, email address, phone number, entitlements information, start and end dates related to the access or provisioning of OPRA Data, and records relating to actual usage of OPRA Data.

For data subjects employed by Customer or a subsidiary of Customer: name, user id, title, entitlements information, email address, phone number, other information used to identify internal subscribers’ access to OPRA Data, start and end dates related to the access or provisioning of OPRA Data, and records relating to actual usage of OPRA Data.

For all data subjects, publicly available records (including social media) pertaining to professional licenses and/or certifications for purposes of determining whether a data subject is a Professional Subscriber or a Nonprofessional Subscriber.
- (d) Recipients: The personal data transferred may be disclosed only to the following recipients or categories of recipients:

The personnel of OPRA and its authorized service providers and administrators
- (e) Sensitive data (if appropriate): The personal data transferred concern the following categories of sensitive data: N/A
- (f) Data protection registration information of data exporter (where applicable): N/A
- (g) Additional useful information (storage limits and other relevant information): N/A

## 3.1 个人数据的输出

3.1.1 如果OPRA存储或处理客户在第三国提供的个人数据，则双方同意按照标准合同条款中的规定实施，并在此给予包含引用。当一方为自己的目的处理个人数据时，它将作为数据控制者进行操作。根据标准合同条款，当客户将个人数据从欧洲经济区内部转移到至OPRA(作为数据控制者)时，客户将作为数据控制者是“数据输出者”；在这种情况下，OPRA是“数据输入者”。

3.1.2 作为数据输入者，OPRA将(a)根据标准合同条款附件A中规定的数据处理原则处理个人数据，以及(b)出于下述目的(也作为标准合同条款中的附录B适用):

- (a) 数据对象：转移的个人数据涉及以下类别的数据对象：OPRA数据(直接或通过供应商或其他客户)的终端用户、用户和接收者(及其各自的指定人员或代表)。
- (b) 转移的目的：转移是出于以下目的：
  - (i) 履行客户的报告义务，
  - (ii) 使OPRA能够处理并管理客户的客户协议，包括验证客户协议的合规性并根据客户协议执行审计、查核和其他权利，以及
  - (iii) 遵守监管要求。
- (c) 个人数据的类别：转移的个人数据可能涉及以下一类或多类数据中的数据：

对于未被客户或客户附属方使用的数据对象：姓名、雇主、名称、雇主地址、就业状况、电子邮件地址、电话号码、权利信息、与访问或提供OPRA数据相关的开始和结束日期，以及与OPRA数据实际使用相关的记录。

对于客户或客户附属方使用的数据对象：姓名、用户ID、名称、权利信息、电子邮件地址、电话号码、用于识别内部用户访问OPRA数据的其他信息，与访问或提供OPRA数据相关的开始和结束日期，以及与OPRA数据的实际使用相关的记录。

对于所有数据对象，与专业认证和/或用于确定数据主体是专业用户还是非专业用户认证有关的公开可用记录(包括社交媒体)。
- (d) 收取人：转移的个人数据只能向下列收取人或收取人类别披露：

OPRA工作人员及其授权的服务提供商和管理员。
- (e) 敏感数据(如适用)：转移的个人数据涉及以下类别的敏感数据：不适用
- (f) 数据输出者的数据保护登记信息(如适用)：不适用
- (g) 其他有用信息(存储限制和其他相关信息)：不适用

3.1.3 For the purposes of the Standard Contractual Clauses, the following additional provisions shall apply:

- (a) Customer and OPRA agree to observe the terms of the Standard Contractual Clauses without modification;
- (b) the names and addresses of Customer and OPRA shall be considered to be incorporated into the Standard Contractual Clauses;
- (c) the parties' agreement to this Addendum shall constitute agreement to the Standard Contractual Clauses; and
- (d) If so required by the laws or regulatory procedures of any jurisdiction, the parties shall execute or re-execute the Standard Contractual Clauses as separate document(s) setting out the proposed transfers of personal data in such manner as may be required.

3.1.4 In the event that the Standard Contractual Clauses are amended or replaced by the European Commission or under applicable data protection laws, OPRA may modify this Addendum to incorporate such amended or replacement clauses in this Addendum in accordance with ARTICLE 2. If the Standard Contractual Clauses are invalidated by the European Commission or data protection law, the parties shall work together in good faith to negotiate a solution to enable a transfer of the personal data to meet the requirements of the GDPR.

3.1.5 The terms of the Standard Contractual Clauses shall supersede any conflicting terms in any Customer Agreement and this Addendum. The Standard Contractual Clauses in respect of a Customer Agreement shall terminate if and when the Customer Agreement expires or is terminated, or OPRA offers an alternative transfer mechanism for data transfers.

3.1.6 With respect to requests for audits by Customer pursuant to the Standard Contractual Clauses, Customer is permitted to make one such request in any rolling twelve-month period. To the extent Customer makes additional requests for audits in the same twelve-month period, Customer shall reimburse OPRA for any reasonable costs that are incurred by OPRA in connection with such additional audits.

3.1.3 出于标准合同条款的目的，以下附加条款适用：

- (a) 客户和OPRA同意遵守标准合同条款的条款并不作任何修改；
- (b) 客户和OPRA的名称和地址应被视为包括在标准合同条款内；
- (c) 各方对本附录的认可应构成对标准合同条款的认可；且
- (d) 如果任何司法管辖区法规或监管程序要求，各方应将标准合同条款作为单独文件执行或重新执行，以被要求的方式启动所需的个人数据转移。

3.1.4 如果标准合同条款被欧盟委员会修改或替换，或受限于适用数据保护法，OPRA可以根据第2条对本附录进行修改，在本附录中纳入此类修订或替换条款。如果标准合同条款在欧盟委员会或数据保护法中无效，各方应本着诚意共同协商解决方案，以使个人数据的转移满足GDPR的要求。

3.1.5 标准合同条款中的条款应取代任何客户协议与本附录中任何有冲突的条款。如果当客户协议到期或终止，或者OPRA提出数据转移的替代转移机制时，作为客户协议的标准合同条款将终止。

3.1.6 对于客户提出根据标准合同条款进行审核的请求，客户可以在任何连续的十二个月内提出一次此类请求。如果客户在同一个十二个月期间内再次提出审核的请求，则客户应向OPRA支付OPRA由于此类额外审核产生的任何合理的相关费用。