

# OPRA Non-Professional Subscriber Agreement OPRA非專業用戶協議



## Contact Information 聯繫信息:

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登入并進入客戶服務>訊息中心聯繫我們

## Mailing Address 郵寄地址:

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與英文不符，則以英文版為準。

**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 in connection with your personal investment activities and the personal investment activities of your immediate family members.
2. You will not resend or otherwise give OPRA Data to any other person.
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.
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

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本協議使用了若干專業術語。

您一旦點擊本協議結尾的“我同意”按鍵，即代表您申請接收德美利證券公司（簡稱“德美利證券”）相關市場數據服務（簡稱“服務”），取得由 OPRA 所發行的最新期權銷售與報價資料及相關資料（簡稱“OPRA 資料”），并同意以下事項：

1. 您收到的 OPRA 資料，僅供您自己以及直系親屬的個人投資活動的使用。
2. 您不得轉發或將 OPRA 相關資料提供給他人。
3. OPRA 數據屬 并應繼續屬 報告交易發生或報告輸入報價的相關交易所或其他市場（“參與人”）的財產。
4. OPRA 可能不定時修訂協議相關條文與條款，并向您發出通知。
5. 您或德美利證券可基于任何原因，提前30天發出通知解除此協議。若德美利證券或 OPRA 認定您未能遵守本協議，那麼德美利證券可以立即終止本協議。
6. 免責聲明-德美利證券、OPRA、OPRA 操作人員或任何 OPRA 參與人員，對於本協議所提供 OPRA 資料的及時性、順序性、準確性或完整性均不作任何擔保，且德美利證券、OPRA、OPRA 操作人員或任何 OPRA 參與人員對於您或任何他人因德美利證券、OPRA、OPRA 操作人員或任何 OPRA 參與人員表現不佳，或因 OPRA 數據或傳輸或傳送任何延遲、失准、錯誤或疏失所造成相關損失、損害、成本或支



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7. You represent to TD Ameritrade that you are not a securities broker-dealer, investment advisor, futures commission merchant, commodities introducing broker or commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner, or associated person of any of the foregoing, nor are you employed by a bank or an insurance company or an affiliate of either to perform functions related to securities or commodity futures investment or trading activity. You also agree to notify TD Ameritrade promptly if your circumstances change such that any of the statements in this section of the Agreement would no longer be true for you.
8. 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.

出概不負責，與德美利證券、OPRA、OPRA操作人員或任何OPRA參與人員相關疏失行為或疏漏與否無關。任何情況下，德美利證券、OPRA、OPRA操作人員或任何參與人員對任何附帶的、特殊的、間接的或結果性損害概不負責，包括但不限於利潤損失、交易損失或因使用本服務的不便性或無法使用所造成的損害。

7. 您向德美利證券聲明：您不是證券經紀交易商、投資顧問、期貨傭金商、商品介紹經紀人或商品交易顧問、證券交易所或協會或期貨合約市場的成員，或任何上述機構所有者、合夥人或關聯人士。您亦不受雇於銀行或保險公司或其聯屬機構，從事與證券或商品期貨投資或交易活動有關的業務。您也同意，如果您的情況有任何變更，以至於本協議中本節的任何聲明不再適用於您，將及時通知德美利證券。
8. 除了德美利證券，本協議意在確保OPRA、OPRA 所選用于處理及提供所有資料的中心操作人員以及各個參與人員的明確利益。

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