

## Homily Software Licence Agreement (产品许可协议)

### Note the following provisions before you sign in:

在您签字前敬请注意以下条款:

#### 1. USE OF THE SERVICE

CapitalMaster grants you a non-transferable licence to access the Service, Software and the Site, and to view the Information subject to the terms of this Agreement. You must agree to comply with the documentation and this Agreement. You should agree that:

- a. you will not use the Service in breach of this Agreement, any applicable laws, regulations or market conventions; and
- b. you will not transmit, undertake or encourage the following in relation to the Service: (i) give unauthorized investment advice; or(ii) use a false address or name; or (iii) use other false relevant details
- c. natural persons executing this Agreement warrant and represent that they are at least eighteen (18) years of age.

#### 2. USE OF SOFTWARE

If CapitalMaster provides you with Software or access to Software, you may only use Software in accordance with the instructions, and in connection with the Services. Subject to the terms and conditions of this Agreement, you are granted a non-exclusive, non-transferable licence to use any Software provided as part of any Service.

#### 3. LIMITATIONS ON USE

You may install, use or access the Information only on a single machine by a single user with one input terminal. Use by more than one user accessing a single copy of the Information is not authorized. After installation a serial-number will be produced according to operating system. The software cannot work until the serial-number is activated. When you want to change the operating system or computer which the software is used in. Please contact us in time by telephone or email which you have given us. The Information may only be reproduced when downloaded and viewed by you for your individual use only. If you find or think that the software installation or relevant information are disclosed please contact us in time.

#### 1. 服务的使用

在您同意以下协议条款的基础上，凯思特给您提供的许可服务包括软件、售后服务和网站。

- a. 如果您违反这份协议、任何相关法律、规章制度或者市场惯例，您将不能使用我们的服务；
- b. 关于服务的方面，您将不可以传达或者使用：(i) 未经授权的投资建议；(ii) 使用错误的地址和名字；(iii) 其他的错误相关信息。
- c. 执行本协议的自然人必须保证 18 岁以上。

#### 2. 软件使用

如果凯思特给您提供软件或者进入软件的机会，您只可以在遵守协议及其附带服务的情况下来使用软件。同时作为服务的一部分，我们将授予您非独占和非转让性质的软件使用许可。

#### 3. 使用限制

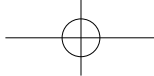
您只可以一个人在一个单独的机器使用一个输入终端来安装软件、使用和存取信息。超过一个人来使用单一的信息副本是不被授权的。软件安装后会根据系统自动产生一个序列号。序列号开通以后，软件可正常使用和下载数据。当您更换使用软件的电脑或者电脑的操作系统改变以后软件的序列号也会随之改变，这时请及时通过您给我们留下的电话和 Email 联系我们。您的软件安装程序以及下载的相关信息资料只可以作为个人使用，不可以将安装程序及个人相关信息透漏、转让或出售给他人。如果您发现或认为您的软件程序及相关信息可能泄露，及时联系我们。

Account: \_\_\_\_\_

Agreement: \_\_\_\_\_

Order: \_\_\_\_\_

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CAPITALMASTER PTE. LTD.  
Website: www.homilychart.com  
E-mail: Sales @CapitalMaster. com. sg  
Service @CapitalMaster. com. sg

#### 4. INFORMATION PROTECTION/PRIVACY

You agree that information collected about you can be used as setting out in the site. If you become aware of any data about you or provided by you is inaccurate, you must promptly notify us.

#### 5. INFORMATION COLLECTION

CapitalMaster has the right to know the essential information, address and contact way of customer. If your address has been modified, please give 7 days' advance notice.

#### 6. PROPRIETARY RIGHTS

You shall admit and recognize the intellectual property of CapitalMaster, including all relevant works and other documents of Homily Software. You shall not redistribute, reprocess or resell the software without the permission of CapitalMaster. You should admit that copyright belongs to CapitalMaster. According to Chinese law of copyright, compensate the loss of CapitalMaster for his/her personal pirate behavior.

#### 4. 信息保护和隐私

您同意我们得到的关于您的信息我们可以在网上使用。如果您发现有您的错误相关信息请及时通过电话和 Email 通知我们。

#### 5. 信息采集

凯思特公司有权知道客户的基本信息，地址及联系方式。如果地址有变更，请您提前 7 天通知我们，以便我们更好的为您服务。

#### 6. 知识产权

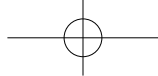
您应该认识并承认凯思特公司拥有的知识产权，包括涉及弘历软件的所有文字著作及其他文件。在未经公司许可的前提下，客户不能以任何形式将软件、服务和信息复制、刻盘、再分配或再销售。凡是由客户引起的个人盗版行为，根据中国版权法条文规定，盗版行为属于犯罪行为，必须依法赔偿凯思特公司所有损失。

Account: \_\_\_\_\_

Agreement: \_\_\_\_\_

Order: \_\_\_\_\_

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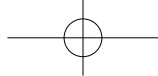
## 7. LICENCE OF OBLIGATION

You hereby undertake the following obligations:

- a. Not to print, copy, reproduce, translate, adapt, vary, alter, change, reverse engineer, decompile or modify the Software by any means or in any other form other than to make one temporary copy of the Software for back-up and security purposes;
- b. To supervise and control the use of the Software in accordance with the terms of this Agreement;
- c. Not to give, lease, assign, licence, sub-licence, transfer, distribute, disclose, disseminate or publish the Software in any form to any other person, or to cause or allow any person (other than the individual licenced party and their immediate dependent family members), to benefit directly or indirectly from the use of the Software, or do or attempt to do any of the following acts; (i) alter, change, remove or obscure any notices or other indications (including copyright notices) as to ownership of the Software; or (ii) access or use the Software on more than one personal stand-alone computer; or (iii) engage in any acts which infringe upon the rights of CapitalMaster or its affiliates.
- d. Not to redistribute or provide the analyzed result or data derived from this Software to others including but not limited to Homily members by e-mail, short message, Facebook or any other form, and otherwise, CapitalMaster reserves the right to terminate the license without notice to the customer immediately.
- e. You acknowledge that the Licence granted herein does not make you the owner of the Software nor does it cause any transfer or assignment of any copyright or intellectual property rights subsisting in the Software to you.

## 7. 许可责任

- a. 不可以为了私自利益通过任何方式和方法打印、复制、截取、更改、再生产、逆向设计、反编译来制造出暂时的软件复印版本。
- b. 使用本软件必须遵守本协议条款。
- c. 不可以给、租、分配、转移、传送、许可、再许可、泄露或出版软件或者以任何形式使别人使用；也不可以引起或允许其他人（个体许可社团以及短期受供养家属除外）直接间接使用软件，或者做和试图做以下行为：(i) 改变、移动、隐藏任何关于软件所有权的通知和提示（包括知识产权）；(ii) 超过一台电脑使用软件；(iii) 参与侵犯凯思特及其附属机构的活动。
- d. 不得将基于本软件所做的分析结果或分析数据通过邮件、短信、Facebook 等形式传播给他人（包括但不限于弘历会员），否则凯思特公司有权随时终止许可。
- e. 此处您获得的软件许可不代表您获得这个软件的知识产权或者部分知识产权。



## 8. CHARGES

- a. Homily Software can be used from the date of software installation. Please pay the information fee when you use the software. If your software expires, CapitalMaster shall have the right to terminate the licence of the software after checking. The software will give 30 days' advance notice automatically.
- b. To guarantee the grasping of investment skill and the gaining of investment profit, CapitalMaster serves a series of training courses, such as Software Operation, Software Practical Application, Technical Analysis Application, etc. The members can take participate in junior courses freely during the service period, but the senior courses and practical application courses are chargeable.
- c. For the Homily Software belongs to the information product, CapitalMaster will no longer refund or accept the returned purchase after payment.
- d. CapitalMaster may adjust or change the basis of calculation of the fees by giving you notice on or before the commencement of your next billing cycle (half a year). Such change will be effective from the first day of the next billing cycle. Following notice of an increase in the Fees, you may terminate your access to the Service. Termination of your access to the service will take effect on the first day of the next billing cycle.

## 9. PAYMENT

Payment for the service can only be made via cash, a credit/debit card, check or bank transfer.

## 10. DURATION

This agreement will take effect from the date on which CapitalMaster notifies that you are permitted for services by sending you an E-mail.

## 8. 费用

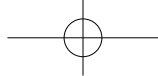
- a. 弘历软件自安装开通之日起就可以使用，使用弘历软件必须收取信息费。如果您的软件到期了，经核查后凯思特公司将有权自动终止或停掉您的软件使用权。为了不影响您的正常使用，软件将自动在 30 天前提醒您缴纳信息费。
- b. 为了保证您更好的掌握投资技能、获取投资收益，凯思特公司为广大用户朋友特开设了软件操作、软件实战应用、技术分析应用等系列培训课程。初级班的系列培训课程，在服务期限内此系列课程普通会员都可以免费参加，但提高班、实战班将收取一定费用。
- c. 由于弘历软件属于信息类产品，自付款之日起，凯思特公司将不再办理任何退款、退货手续。
- d. 凯思特有权随时调整或更改收费的计算标准，我们会在下一个收费周期（一般是半年）之前通知您。新的收费标准会在下一个收费周期的第一天起开始生效，在我们更改收费标准之后如果您终止服务，您的软件进入终止会在下一个收费周期的第一天开始。

## 9. 支付

您可以通过现金、信用卡、支票和银行转帐来实现费用的支付。

## 10. 生效期

本协议将会在您获得软件使用许可时（凯思特会给您寄一封电子邮件）开始生效。



### 11. TERMINATION

Either you or CapitalMaster may terminate this Agreement at any time during a billing cycle. Such notice of cancellation will be effective from the first day of the next billing cycle.

### 12. FORM AND CONTENT

In order to maintain the long-term cooperation and sustainable development between you and our company, CapitalMaster never recommend stocks and manage finance for customers. CapitalMaster may modify or cancel the service or part of the service. CapitalMaster shall use reasonable means to give you a minimum of 30 days notice of a material modification or cancellation. However you recognize that the modification or cancellation is imposed by a third party information provider, then CapitalMaster may give you less notice of a change or modification.

### 13. WARRANTY DISCLAIMER

- a. YOU EXPRESSLY AGREE THAT since the software is only a tool, it doesn't guarantee that user can absolutely make profit. Therefore, Neither CapitalMaster, nor its affiliates, nor any of their respective employees take liabilities and indemnities for any economic losses caused by software in the process of usage. You must realize that your use of the service, software and information is at your sole risk.
- b. You are reminded that the Internet is publicly accessible and liable to failure and delays and therefore CapitalMaster cannot guarantee the arrival of messages over the Internet, nor the security of CapitalMaster services that use the Internet. CapitalMaster is not responsible for any third party software being used by you where CapitalMaster itself does not directly provide such third party software to you and not liable for matters beyond its reasonable control, such as problems with telecommunications networks, computer viruses, and unauthorized access or issues related to your security arrangements.

### 11. 终止期

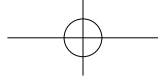
在每个收费周期期间，您和凯思特都可以终止本协议。本协议终止的通知将会在下一个收费周期的第一天生效。

### 12. 形式和内容

为了维护您与凯思特公司的长期合作我公司敬告所有用户：凯思特公司不推荐股票，不代客理财。凯思特有权随时更改服务或部分服务的形式和内容，并会利用合理的手段提前 30 天通知。然而对于由第三方信息供应商引起的更改和取消服务，凯思特不能给出及时的通知。

### 13. 保证声明

- a. 您必须承认和认可：软件本身只是工具，拥有软件并不意味着您 100% 获利，客户在使用过程中造成的任何经济损失，凯思特公司及其附属机构或者员工不负任何责任。使用本软件和服务的风险由您一个人承担。
- b. 请记住互联网是开放的并且容易失误和被延迟的。凯思特不能百分之百保证通过网络所传递信息的到达以及相关网络服务的安全性。凯思特对由于您的安全措施例如：通信、电脑病毒、网络和未授权的进入等超出我们合理控制范围因素造成的后果并不负责。



#### 14. LIMITATION OF LIABILITY

- a. To the extent permitted by the laws applicable to this agreement, this disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, labor dispute, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of a record, or act of god, whether for breach of contract, tortious behavior, negligence or under any other cause of action.
- b. To the extent permitted by laws applicable to this agreement, in no event shall CapitalMaster or any of its affiliates, agents or third party information providers be liable for: a) any loss which is not reasonably foreseeable howsoever caused. b) any damages incurred by you or any third party including without limitation direct, indirect, incidental, special, consequential or punitive damages (including but not limited to loss of data, economic loss or lost profits) arising out of the use of or inability to use the service, software or information, gross negligence or willful misconduct.

#### 15. DOWNLOAD DATA

You are responsible for ensuring that your computer environment is properly prepared to receive any download of software from the site. CapitalMaster does not guarantee that Software will perform satisfactorily with any hardware or software used by you. You agree that CapitalMaster will not be responsible for any reduced performance of any service or loss (including loss of data) or damage which is due to your adding to or accessing any software downloaded from the site in conjunction with any system, software, data or equipment.

#### 16. NON-COMMERCIAL PURPOSE

You shall not transfer or sell the software after reprocessing by all means for commercial purpose.

#### 17. INDEMNITY

The customer should compensate all the losses of CapitalMaster, if the following situations are caused by customer:

- a. Arbitration, threat, declaration which is unfavorable for CapitalMaster, investigation and requirement which cause loss to CapitalMaster property.
- b. Distributing or providing analyzed result or data derived from this Software to others for use.

#### 14. 责任范围

- a. 根据这份协议的相关法律，这些责任的免责声明适用于任何由于没有、错误、忽略、中断、删除或延迟履行协议以及电脑病毒、劳资纠纷、自然灾害、战争、通信失败、偷窃或毁坏、未授权进入、或更改使用记录，无论是否是故意或者违法的行为即使是在大意的情况下造成的损失。
- b. 根据本协议的相关法律，凯思特及其附属机构和第三方信息提供方对以下情况不负责任：任何无论如何不能够合理预测的因素所产生的损失；任何由于对于软件使用和信息处理的能力不足或者粗心大意和处理不当，由您或者他人造成的直接的、间接的、特殊的、附带的以及惩罚性的损失（包括但不限于数据损失、经济损失和利益损失）。

#### 15. 数据下载

您必须保证您的电脑环境适合接受数据，凯思特不能保证软件能够在任何您所用的硬盘和软件上完美的运行。您同意凯思特对由于您下载或者安装其他软件、设备、网络而导致接受本软件数据损失和其他相关损失不负责任。

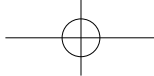
#### 16. 非商业用途

您必须保证不能利用任何手段，以商业为目的将软件加工后进行买卖或转让。

#### 17. 赔偿

如果出现下列情况，客户应该赔偿凯思特公司的所有损失：

- a. 凡是由客户的任何原因引起仲裁、威胁或不利公司的声明、调查、要求，以及对公司财产造成的损失。
- b. 将基于本软件所做的分析结果或分析数据提供给他人使用。



**18. MAINTENANCE**

- a. We can solve the trouble of missing or wrong data caused by CapitalMaster through the telephone, remote desktop or a visit by a professional technician.
- b. In case of computer, individual and external environment resulting in computer's error or operating system, please contact your computer provider. If you require our technician to provide door-to-door service, you need to pay some maintenance fee as may be appropriate.

**19. JURISDICTIONS**

These Terms and Conditions are subject to the laws of Beijing, PRC and shall be governed by the laws of China. Both parties submit to the non-exclusive jurisdiction of the Courts of PRC.

**20. The provisions of Section 4,5,6,7,8,9,12,13,14,16,17 and 19 shall survive regardless of termination or expiration of this Agreement. Any termination of agreement cannot damage the right of CapitalMaster conferred by law.**

- 21. The agreement, which shall be in duplicate for each party, shall take effect once stamped.
- 22. CapitalMaster has the final right to explain and amend this agreement.
- 23. If there is any inconsistency between the English version and the Chinese version of these Terms and Conditions, the Chinese version will prevail.

**18. 维护**

- a. 在使用凯思特公司产品时，由于公司原因引起的数据丢失、紊乱所带来的麻烦，凯思特公司会通过电话解答、远程网络协助或安排技术人员上门维护。
- b. 由于电脑自身的原因、个人操作原因、外部环境改变，所导致的电脑故障、操作系统失灵，请您与电脑供应商联系。如需凯思特公司技术人员上门，视情况收取您一定的维护费。

**19. 司法管辖**

这些条款均受中华人民共和国北京市法律保护和解释，以上条款由中华人民共和国法律管辖，双方愿意接收中华人民共和国法院的非专属性管辖权；

- 20. 本协议的第 4、5、6、7、8、9、12、13、14、16、17、19 条不随着本协议的终止而失效，凯思特公司依然享有法律赋予凯思特公司的所有权利。
- 21. 本协议盖章生效，一式两份，公司与客户各执一份。
- 22. 本协议最终解释权归凯思特公司所有。
- 23. 若中英文的条款有差异时，将以中文版的说明文件为准。

**I have read and agreed with the Terms and Conditions above. I guarantee that I abide by the contents of the Agreement.**

我已经阅读并同意以上所有条款，同时我保证遵守上述协议中规定的内容。

Signature 签字 \_\_\_\_\_ (Stamp 盖章)  
 (Authorized Officer 公司代表)

Signature 签字 \_\_\_\_\_  
 (Customer 客户)

\_\_\_\_\_ D 日 \_\_\_\_\_ M 月 \_\_\_\_\_ Y 年

\_\_\_\_\_ D 日 \_\_\_\_\_ M 月 \_\_\_\_\_ Y 年