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NYSE & AMEX TERMS AND CONDITIONS

AGREEMENT FOR MARKET DATA DISPLAY SERVICES

AUTOMATED FINANCIAL SYSTEMS CORP. ("Vendor") agrees to make "Market Data" available to you pursuant to the terms and conditions set forth in this agreement. By executing this Agreement in the space indicated below, you ("Subscriber") agree to comply with those terms and conditions. Section 1 sets forth terms and conditions of general applicability. Section 2 applies insofar as Subscriber receives and uses Market Data made available pursuant to this Agreement as a Nonprofessional Subscriber.

SECTION 1: TERMS AND CONDITIONS OF GENERAL APPLICABILITY

- 1. MARKET DATA DEFINITION For all purposes of this Agreement, "Market Data" means (a) last sale information and quotation information relating to securities that are listed on a national securities exchange, (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "Authorizing SRO") may make available and as the New York Stock Exchange ("NYSE") or the American Stock Exchange ("AMEX") may from time to time designate as "Market Data"; and (c) all information that derives from any such information.
- **2. PROPRIETARY NATURE OF DATA** Subscriber understands and acknowledges that each Authorizing SRO and Other Data Disseminator has a proprietary interest in the Market Data that originates on or derives from it or its market(s).

Disseminator in making Market Data available (collectively, the "Disseminating Parties") guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. Neither Subscriber nor any other person shall hold any Disseminating Party liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party, to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

NONPROFESSIONAL SUBSCRIBER DEFINITION -

"Nonprofessional Subscriber" means any natural person whom Vendor has determined to qualify as a "Nonprofessional Subscriber" and who is not:

- registered or qualified with the Securities and Exchange Commission (the "SEC"), the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association.
- engaged as an "investment advisor" as that term is defined in Section 201(11) of the
 Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act), nor
- employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organization not so exempt.
- 1. **PERMITTED USE** If Subscriber is a Nonprofessional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use.
- 2. **PERSONAL AND EMPLOYMENT DATA** As a prerequisite to qualifying as a "Nonprofessional Subscriber", Subscriber shall provide the following information:

Subscriber's name; Subscriber's address; Subscriber's occupations (list of all occupations – including homemaker, student, retiree, etc.); Name(s) of Subscriber's employer(s); Address(es) of Subscriber's employer(s); Subscriber's title(s) and/or position(s); Subscriber's employment functions description.

- 4. Subscriber shall notify Vendor promptly in writing of any change in his or her circumstances that may cause him or her to cease to qualify as a Nonprofessional Subscriber.
- 5. **CERTIFICATION** By clicking on the following box, Subscriber hereby certifies that he or she falls within Paragraph 1's definition of "Nonprofessional Subscriber" and that the personal and employment information that he or she has included in Paragraph 3 is truthful and accurate.