

OPRA Professional Subscriber Agreement OPRA專業用戶協議



Contact Information 聯繫信息:

Log in and go to Client Services > Message Center to contact us
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, 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：此份用戶協議（簡稱“協議”）為您與德美利證券公司之間的協議，旨在為您提供期權報價管理局（OPTIONS PRICE REPORTING AUTHORITY, LLC，簡稱“OPRA”）所發行的資料。請仔細查閱本協議。若您不同意協議相關條文或條款，請恕我們將無法提供資料給您。

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. 您將收到 OPRA 資料僅供您自己使用，包括由您的雇員代表您使用。
2. 您不得轉發或將OPRA 相關資料提供給他人，除非是您的雇員代表您使用。
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，這包括未及時支付的任何費用。
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、錯誤或疏忽所造成相關損失、損害、成本或支出概不負責，無論是因德美利證券、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。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. 向德美利證券聲明：您不是證券經紀交易商、投資顧問、期貨除了德美利證券，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。

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

投資產品：
非FDIC保險 * 非銀行保證 * 可能損失價值

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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.

數據保護附錄

本數據保護附錄(“附錄”)自2018年11月1日起生效(“生效日期”)，規定了由期權報價管理局(OPTIONS PRICE REPORTING AUTHORITY, LLC，簡稱“OPRA”)實施的、由歐盟數據保護通用條例2016/679(“GDPR”，詳情見下文)規定的關於個人數據轉移的條款。本附錄的條款直接包含於OPRA與其用戶和供應商之間的每個協議中，包括每份供應商協議和專業用戶協議(每份“客戶協議”)。“客戶”指在OPRA商業活動過程中向OPRA提供個人數據的任何個人或實體(包括任何OPRA供應商、供應商附屬機構或用戶)。

第1條 定義

本附錄中未定義但在客戶協議中有定義的條款，具有在客戶協議中規定的適用含義。此外，本附錄中所使用的定義如下：

“**EEA**”指歐洲經濟區。

“**GDPR**”指歐盟數據保護通用條例2016/679，或其任何後續立法，包括歐盟成員國在國內實施的任何GDPR。

“**OPRA數據**”是指由OPRA傳播的市場數據。

“**個人數據**”(不論是否資本化)的含義由GDPR中的相關條款所定義。

“**標準合同條款**”是指由歐洲委員會決策C(2004)5271批准的從歐洲共同體向第三國(數據控制者至數據控制者的轉移 - 第二組)轉移個人數據的標準合同條款(見歐洲委員會於2004年12月27日決定的附件)，或由歐盟委員會批准修改或替換此類條款的任何示範條款。

“**第三國**”是指歐洲經濟區以外的國家(包括美國)，歐盟委員會認為由於其國內法或加入國際承諾而具有適當保護水平的國家除外。

“**數據控制者**”，“**處理**”和“**數據對象**”(不論是否資本化)的含義均由GDPR和標準合同條款中的條款所定義。

第2條 應用和影響

本附錄修訂並補充了客戶協議中，由GDPR管轄的與個人數據傳輸相關的任何條款，除非在此之前提出修改或終止，否則客戶協議中的條款應一直有效。本附錄僅適用於由GDPR管轄的個人數據。如果客戶反對本附錄，則可以在生效日期後三十(30)天內向OPRA發出書面通知終止其客戶協議。除非客戶向OPRA提供此類書面終止通知，否則客戶應被視為已認可本附錄。

OPRA可能會不定期修改或修訂本附錄，並至少在變更生效日期之前三十(30)天書面通知客戶(“變更生效日期”)。此類通知可通過電子郵件或網上發布的電子方式提供。客戶可在OPRA通知中指定的變更生效當日或之前向OPRA發出書面通知終止其客戶協議。除非客戶在變更生效當日或之前向OPRA提供書面終止通知，否則客戶應被視為已認可並同意該變更。

第3條 數據傳輸

為了使OPRA履行其義務並根據其與客戶的客戶協議行使其權利，客戶可能被要求向OPRA提供由GDPR管轄的個人數據。OPRA和客戶同意遵守本附錄中有關於此類個人數據的條款和規定，如果與客戶協議中的其他任何條款不一致，則以本附錄中的條款為準。

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個人數據的輸出

3.1.1 如果OPRA存儲或處理客戶在第三國提供的個人數據，則雙方同意按照標準合同條款中的規定實施，并在此給予包含引用。當一方為自己的目的處理個人數據時，它將作為數據控制者進行操作。根據標準合同條款，當客戶將個人數據從歐洲經濟區內部轉移到至OPRA(作為數據控制者)時，客戶將作為數據控制者是“數據輸出者”；在這種情況下，OPRA是“數據輸入者”。

3.1.2 作為數據輸入者，OPRA將(a)根據標準合同條款附件A中規定的數據處理原則處理個人數據，以及(b)出于下述目的(也作為標準合同條款中的附錄B適用):

- (a)數據對象：轉移的個人數據涉及以下類別的數據對象：OPRA數據(直接或通過供應商或其他客戶)的終端用戶、用戶和接收者(及其各自的指定人員或代表)。
- (b)轉移的目的：轉移是出于以下目的：
 - (i)履行客戶的報告義務，
 - (ii)使OPRA能够處理并管理客戶的客戶協議，包括驗證客戶協議的合規性并根據客戶協議執行審計、查核和其他權利，以及
 - (iii)遵守監管要求。
- (c)個人數據的類別：轉移的個人數據可能涉及以下一類或多類數據中的數據：

對於未被客戶或客戶附屬方使用的數據對象：姓名、雇主、名稱、雇主地址、就業狀況、電子郵件地址、電話號碼、權利信息、與訪問或提供OPRA數據相關的開始和結束日期，以及與OPRA數據實際使用相關的記錄。

對於客戶或客戶附屬方使用的數據對象：姓名、用戶ID、名稱、權利信息、電子郵件地址、電話號碼、用于識別內部用戶訪問OPRA數據的其他信息，與訪問或提供OPRA數據相關的開始和結束日期，以及與OPRA數據的實際使用相關的記錄。

對於所有數據對象，與專業認證和/或用于確定數據主體是專業用戶還是非專業用戶認證有關的公開可用記錄(包括社交媒體)。
- (d)收取人：轉移的個人數據只能向下列收取人或收取人類別披露：

OPRA工作人員及其授權的服務提供商和管理員。
- (e)敏感數據(如適用)：轉移的個人數據涉及以下類別的敏感數據：不適用
- (f)數據輸出者的數據保護登記信息(如適用)：不適用
- (g)其他有用信息(存儲限制和其他相關信息)：不適用

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 出于標準合同條款的目的，以下附加條款適用：

- (a) 客戶和OPRA同意遵守標準合同條款的條款并不作任何修改；
- (b) 客戶和OPRA的名稱和地址應被視為包括在標準合同條款內；
- (c) 各方對本附錄的認可應構成對標準合同條款的認可；且
- (d) 如果任何司法管轄區法規或監管程序要求，各方應將標準合同條款作為單獨文件執行或重新執行，以被要求的方式啟動所需的個人數據轉移。

3.1.4 如果標準合同條款被歐盟委員會修改或替換，或受約于適用數據保護法，OPRA可以根據第2條對本附錄進行修改，在本附錄中納入此類修訂或替換條款。如果標準合同條款在歐盟委員會或數據保護法中無效，各方應本著誠意共同協商解決方案，以使個人數據的轉移滿足GDPR的要求。

3.1.5 標準合同條款中的條款應取代任何客戶協議與本附錄中任何有衝突的條款。如果當客戶協議到期或終止，或者OPRA提出數據轉移的替代轉移機制時，作為客戶協議的標準合同條款將終止。

3.1.6 對於客戶提出根據標準合同條款進行審核的請求，客戶可以在任何連續的十二個月內提出一次此類請求。如果客戶在同一個十二個月期間內再次提出審核的請求，則客戶應向OPRA支付OPRA由于此類額外審核產生的任何合理的相關費用。