

Terms and Conditions concerning the use of the J-Chart service provided by ATMOL Inc.

These Terms and Conditions are in force and effect from January 1st, 2005. Previously published Terms and Conditions will become ineffective at this date.

For the offer and use of the J-Chart service against payment, the following conditions are considered agreed between the service provider, ATMOL Inc., and the subscriber subsequently called "client":

1. Contracting parties

The J-Chart service is entirely delivered by ATMOL Inc. The contractual relationship exists directly between the client and ATMOL Inc. Clients are physical or legal persons (with or without legal personality) whose ID and password have been activated by ATMOL Inc.

2. Contract period (of a new user account)

The client may choose a contract (service) period from 1 to 12 months (in monthly units). The commitment period is concordant with the chosen service period and is absolutely non-refundable.

When the client decides to pay by credit card, the official service period starts with the following day after registering for the J-Chart service. When payments are made by bank transfer, the official service period starts with the next day after ATMOL Inc. has received the client's full payment on its account.

The J-Chart service will not be renewed automatically upon the expiration date. Therefore, the contract (service) period automatically ends on the last day of the J-Chart service unless the client executes a service renewal.

3. Service period and registration of additional products

At any time during the service period of the new account (see No. 2 above), the client may register for additional financial products (symbols) against payment. The service period of the additional product(s) is determined by the contract (service) period of the new account. As a result, the service period of additional products ends on the same day as the main account. The commitment period concerning additional products is concordant with the remaining service period and absolutely non-refundable.

The official service period of the additional product(s) starts with the next day after registration. Due to organizational and procedural issues, the fee is calculated in whole monthly units. For example, even if the effective using period would be 2½ months, a 3-months service fee would be charged.

4. Terms of payment

In order to activate the client's user account (ID and password), the total amount due has to be paid in advance either by credit card or bank transfer. The entire risk of the payment procedure (i.e. lost of data, misuse of data) remains with the client.

5. Online support

In order to support the client on technical and basic application problems, a non-binding online support is available free of charge. The customer support is unable to give any recommendations about market conditions and/or investments. Furthermore, it is not part of the J-Chart service against payment and may therefore at any time be altered and/or totally cancelled at ATMOL Inc.'s sole discretion without prior notice.

6. Warranty and Liability

DISCLAIMER OF PRODUCT WARRANTY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND J-CHART SERVICE ARE PROVIDED "AS IS" AND WITH ALL FAULTS; AND ATMOL INC. AND/OR ANY OF ITS REPRESENTATIVES AND THEIR SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES OR CONDITIONS OF OR RELATED TO: TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE OR J-CHART SERVICE REMAINS WITH YOU.

NO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ATMOL INC. AND/OR ANY OF ITS REPRESENTATIVES OR THEIR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ATMOL INC. AND/OR ANY OF ITS REPRESENTATIVES OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Right of refusal and instant service cancellation at ATMOL Inc.'s discretion

ATMOL Inc. reserves the right of refusal in providing the J-Chart service at any time and for any causes.

Furthermore, ATMOL Inc. reserves the right to refuse its service in whole or in part and/or to instantly cancel the service, if the client fails to comply with the terms stated herein.

8. 3rd party services

ATMOL Inc. and/or any of its representatives has/have no financial relationship with any third party brokers and/or data vendors and make/s no guarantee, implied or otherwise as to the services provided to investors by third party entities or through their respective websites. As such, use of these third party services is at the investors own risk and ATMOL Inc. and/or any of its representatives cannot be held responsible for any shortcomings, errors in charging or billing, misrepresentations, or any other wrongdoing on the part of the owner of said third party brokers and/or data vendors. ATMOL Inc. and its representatives recommend investors to review the companies' policies regarding privacy, billing, errors and omissions, etc. before investing.

9. Authorization of ATMOL Inc. for the purpose of retrieving and storing market data on client's behalf

Concerning J-Chart software versions with external data feed, some parts of the market data may be provided through ATMOL Inc.'s server system. In these cases the client understands and acknowledges that s/he has paid all exchange fees due through the external data provider and that s/he is legally entitled to store the market data retrieved or received from the external data provider and/or from the exchange for her/his personal usage. The client hereby authorizes and requests ATMOL Inc. to retrieve and store these market data on ATMOL Inc.'s server system on the client's behalf.

10. Changes and amendments

ATMOL Inc. and/or any of its representatives reserves the right, at its/their sole discretion, to implement changes, modifications to these Terms and Conditions, in whole or in part at any time without prior notice. ATMOL Inc. recommends the client to review these Terms and Conditions from time to time.

11. Severability clause

If any provision of these Terms and Conditions is held invalid or unenforceable in any respect by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms and Conditions shall continue in full force and effect.