



# **SPECIFIC TERMS & CONDITIONS**

Version. 20250410 v1.0

### REAL WORLD ASSETS (RWA) PLATFORM

This Specific Terms and Conditions (“STC”), the General Terms and Condition (“Terms”) and the Order Form (collectively the “Purchase”) are deemed as part of the terms and conditions to govern the contractual relationship between You and CHAINUP. It shall be effective between You and CHAINUP from Effective Date upon Your signing and execution of the Order Form to purchase the RWA. This STC does not require any signing.

### Definitions And Interpretation

1. In this Terms, unless the context otherwise requires, the following expressions shall have the following meanings:

<b>“Annual Fee”</b>	refers to the applicable annual fee as agreed and set forth in Order Form;
<b>“Assets”</b>	means digital assets, tokens or cryptocurrencies owned by You which are kept, received or deposited and custodised with CHAINUP, if any;
<b>“General Terms and Condition”</b>	refers to the General Terms and Condition that can be found at <a href="https://www.CHAINUP.com/service-terms">https://www.CHAINUP.com/service-terms</a> ;
<b>“Product”</b>	refers to the product and/or software (and its specification) in relation to the RWA service and/or product in accordance to the Order Form, if any;
<b>“RWA Wallet”</b>	refers to the wallet embedded within the RWA Platform that secured the Assets within a shared blockchain address that is custodised with CHAINUP;
<b>“Technical Service Fee”</b>	refers to the technical service fee as agreed and set forth in Order Form;
<b>“Token Issuer(s)”</b>	means You, who is a person or entity who create and deploy a smart blockchain contract to launch a digital token;
<b>“Token Investor(s)”</b>	means a person or entity who purchase a digital token launched by a Token Issuer;
<b>“Token Offering”</b>	means an offer of a digital token for sale to the Token Investors by the Token Issuer

2. This STC may be amended and/or updated from time to time and will be posted on CHAINUP’s relevant website. Your continue access and/or usage of service and/or product after such amendments and/or updates have been posted shall constitute Your agreement and consent to all of the relevant changes.
3. Any capitalized terms not defined herein shall have the meanings ascribed to those in the Order Form and/or the General Terms and Conditions.

**Product and Payment**

4. Any purchase of service and/or product shall be in accordance to the package, version and/or any other service and/or product specification set forth and agreed in the Order Form.
5. Upon receipt of payment from You, CHAINUP shall create a merchant account for You within 5 working days.
6. Any other additional service fee such as KYC, SMS gateway charges, email or whatsoever communication incurred shall be borne by You.
7. The service start date shall be the date specified in the Project Commencement email issued by ChainUp.
8. This Terms shall only be applicable for the service and/or product in relation to the RWA service and/or product. For avoidance of doubt, in the event You have purchased other services and/or products together with the RWA service and/or products, You shall refer to those other Specific Terms and Condition for the relevant other services and/or products.

**Service**

9. CHAINUP'S provision of service is subject to Your obligation to provide proper and timely preparation, integration and/or whatsoever arrangement of the necessary resources, facilities and/or external platform. As provision of service is after the creation of merchant account, hence, any failure or delay of the abovementioned obligation shall not incur any liabilities against CHAINUP.
10. During the provision of service:
  - a. You shall conduct Your own inspection of the product in accordance to the specification agreed under Your Purchase;
  - b. in the event that there is any defects, inaccuracy or whatsoever issues of specification or functions of the product found in Your Purchase (in accordance to the specification agreed under Your Purchase), You shall submit the same to CHAINUP in writing the details within the first thirty (30) days from the date of merchant account creation ("Provision Period"); and
  - c. CHAINUP will assist You in configuring and/or integrating the product within the agreed scope of the specifications of Your purchase, provided that You have allow all and every reasonable and necessary access for CHAINUP to do so;
  - d. such provision of service shall be deemed as completed upon (i) expiry of Provision Period without any defects, inaccuracy or whatsoever issues raised, submitted and/or notify by You; or (ii) if there is any defects, inaccuracy or whatsoever issues raised, submitted and/or notify by You within the Provision Period, such defects, inaccuracy or whatsoever issues has been solved, settled or taken care by CHAINUP; or (iii) You start using the Product during the Provision Period or in a live environment, whichever is earlier.
11. Upon completion of such Provision Period as stipulated in Clause 10.d., the product shall be deemed accepted by You in a satisfactory state and condition as at when the service is provided ("Deemed Acceptance").
12. All and any defects and non-conformities of the service and/or product not submitted, raised or notify in writing within such Provision Period shall be deemed as a waiver of rights by You. CHAINUP is therefore entitled to charge additional fee against You for any request to fix, make good or configure such defects and/or non-conformities submitted after Deemed Acceptance.
13. Notwithstanding anything to the contrary herein, You shall bear full liability for all errors, omissions and/or configuration by You without obtaining prior advice from CHAINUP. CHAINUP does not bear any liability with regard to any performance by any third-party that is not appointed by CHAINUP.

14. CHAINUP is entitled to charge for any additional specification, configuration or changes to the Service and/Product. CHAINUP reserves its right to refuse or reject any such additional matter.

### **Assets**

15. The following Terms and Conditions under the heading of “Assets” shall only be applicable for the RWA wallet embedded within the RWA product. For avoidance of doubt, in the event You have purchase RWA product together with any additional Custody service, You shall refer to the Specific Terms and Condition for Custody.
16. CHAINUP is responsible to safeguard Your Assets which are custodised with CHAINUP with reasonable industry standards. For the avoidance of doubt, the title of any such Assets provided being held and custodised with CHAINUP shall remain vested with You and/or its respective rightsholder and do not become the property of CHAINUP.
17. You hereby acknowledge that Your Assets are secured in a shared blockchain address and that its interest in such Assets may not be identifiable by specific individualized specific coins, tokens or cryptocurrency unit or specific transaction history, blockchain address or private key or any form of physical documentation or electronic records. CHAINUP is to maintain records of Your interest in such Assets regardless of the manner of which the Assets being secured.
18. Any and all transactions on a blockchain network are irreversible and final, even if such transactions are unintended or unauthorised. CHAINUP will not be and is not responsible for any transactions occurring in any RWA Wallet initiated by You, nor is CHAINUP responsible for tracing, reversing, or refunding any such transactions.
19. In the event of termination or expiry of Your Purchase (whichever is applicable), You shall provide CHAINUP clear and accurate instructions in writing to enable CHAINUP to return all Your Assets provided to and custodised with CHAINUP back to You within seven (7) business days after the termination or expiry date provided that there is no outstanding payment owed by You to CHAINUP.
20. CHAINUP does not bear any responsibility in the event that such instructions provided by You contain any inaccuracy, incompleteness, discrepancy, ambiguity or is unauthorised or fraudulent. Further, You hereby indemnify CHAINUP and to defend and hold CHAINUP harmless from all loss incurred in connection with any such authorisation and/or instruction, except any loss resulting from CHAINUP’s gross negligence, wilful misconduct or fraud.
21. CHAINUP shall, without prejudice to Your Purchase, ensure that (i) no less than the reasonable industry standard security procedures and technology in creating, developing and maintaining the operation of the service and/or product, and (ii) the service and/or product shall be rendered in the manner in accordance with Your Purchase, or, the reasonable industry standards if such is not stated expressly in Your Purchase. Parties agree and acknowledge that, in relation to such creating, developing and maintaining the operation of service and/or product, CHAINUP may unilaterally make any changes, adjustment, alterations for the purpose of this Clause.
22. CHAINUP shall use no less than the reasonable industry standard endeavours, and due care and skill in relation to the cybersecurity measures taken to maintain the cybersecurity in relation to Your Purchase. However, as You contract directly with Your end-users, therefore You shall also be responsible for the cybersecurity measures taken in relation to operation of the service and/or product. Parties agree and acknowledge that CHAINUP will only liable for any direct losses and damages attributable by CHAINUP’s gross negligence, fraud and/or wilful misconduct.

### **Representation and Warranty**

23. By signing and executing an Order Form, You represent and warrant that:

- a. You have the rights to receive any Assets deposited by end-user through the service and/or product; and
- b. You will not use or operate the service and/or product provided under Your Purchase, issue or cause to be issued any instructions, or use or carry out any activities in a manner that could cause CHAINUP violate any applicable laws, regulations, orders or legal requirements, any notices, directives, requirements, guidelines or conditions issued by any regulatory or supervisory authority, including those pertaining to the prevention of fraud, money-laundering, terrorist financing and the provision of financial or other services to any person or entity which may be subjected to sanctions;
- c. You are responsible for maintaining the confidentiality of Your user content and any of Your non-public information.
- d. CHAINUP shall, without prejudice to Your Purchase, ensure that (i) no less than the reasonable industry standard security procedures and technology in creating and developing the RWA Wallet service and/or product, and (ii) the service and/or product shall be rendered in the manner in accordance with Your Purchase, or, the reasonable industry standards if such is not stated expressly in Your Purchase. Parties agree and acknowledge that, in relation to such creating and developing of the RWA Wallet service and/or product, CHAINUP may unilaterally make any changes, adjustment, alterations of this STC.
- e. CHAINUP shall use no less than the reasonable industry standard endeavours, and due care and skill in relation to the cybersecurity measures taken to maintain the cybersecurity in relation to Your Purchase. As You contract directly with Your end-users, You shall also be responsible for the cybersecurity measures taken in relation to Your operation of the service and/or product. Parties agree and acknowledge that CHAINUP will only liable for any direct losses and damages attributable solely by CHAINUP's gross negligence, fraud and/or wilful misconduct.
- f. Any and all transactions on a blockchain network are irreversible and final, even if such transactions are unintended or unauthorised. CHAINUP will not be and is not responsible for any transactions occurring in any RWA Wallet, nor is CHAINUP responsible for tracing, reversing, or refunding any such transactions.

#### **Token Issuers' Acknowledgments and Undertakings**

24. You shall be solely responsible for the Token Offering and shall hold CHAINUP harmless and indemnify from and against any direct or indirect liabilities, obligations or damages arising from or related to the relationship between You, the Token Issuers, Your Token Investors or any third party and CHAINUP who is only a technology service provider.
25. You are responsible for and shall furnish Your Token Investors with accurate and pertinent information to enable them to comprehend with complete knowledge of the advantages and potential drawbacks of Your digital token and its project. In this sense, You shall always act with good faith.
26. At all times, You are responsible for and have to comply with such regulations, laws and standards applicable to You, the Token Issuers and Your Token Investors. Hence, You are responsible for seeking the professional advice required or that You deem necessary in order to be able to comply with all Your legal, compliance, financial, etc. obligations that You may have.
27. The RWA platform is provided on an "AS IS" basis. Therefore, CHAINUP expressly disclaims any warranties, representations, and conditions of any kind, whether express or implied, including, but not limited to suitability, completeness, behaviour, accuracy, merchantability and/or fitness for a particular purpose. You understand and acknowledge that in no case CHAINUP shall be liable for You, the Token Issuers, Your Token Investors or any third party for any direct, indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or

indirectly, or any loss of data, use, goodwill, or other intangible losses, arising out of or in connection with the information uploaded by You or on advice provided by a third party professional advisor that You have engaged.

### **Termination**

28. In the event of termination of Your Purchase, the end-user data will be preserved for fourteen (14) days ("Retention Period") and made available to You within a commercially reasonable timeframe. After this Retention Period, You acknowledge that such end-user data may be permanently deleted from CHAINUP's server and shall be irrecoverable. After this Retention Period, CHAINUP makes no representations or warranties as to the preservation or integrity of the end-user data. Notwithstanding anything to the contrary, You agree that CHAINUP may retain end-user data as required to comply with applicable legal or regulatory obligations even after termination of this Agreement.
29. In the event of termination of Your Purchase, it is Your responsibility to settle and/or finalise all and any outstanding accounts of Your or Your end-user in the service and/or product, including but not limited to:
- a. announce and/or to inform Your end-user of such termination of service and/or product;
  - b. make arrangement or alternatives for Your end-user to withdraw assets or transfer assets from the service and/or product before such termination date or before such service and/or product cease to operate (whichever is earlier);
  - c. in the event You require additional management service from CHAINUP, You shall confirm such additional service with CHAINUP subject to additional payment paid by You to CHAINUP; and/or
  - d. any other actions that You shall carry out and/or comply to make sure the interest of Your end-user is protected.
30. CHAINUP shall not be liable for any failure, delay or non-compliance incurred by You to Your end-users during such termination.

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