



SPECIFIC TERMS & CONDITIONS

Version. 20241125v1.0

SPECIFIC TERMS AND CONDITIONS
COMPLIANCE AS A SERVICE

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 Compliance As A Service (“CaaS”). 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:

“CaaS”	refers to the advisory and consulting services, Managed Services and/or any other support services as described in a SOW attached to the Order Form;
“Deliverable”	refers to a project output agreed with you in the Order Form (“OF”) signed;
“General Terms and Condition”	refers to the General Terms and Condition that can be found at www.CHAINUP.com/service-terms ;
“Managed Services”	refers to the applicable recurring services to monitor or manage applications, platforms and/or systems and/or any other support services as described in a Statement of Work or Scope of Work or “SOW” attached to the Order Form;
“Product”	refers to any associated product and/or software (and its specification) provided in the CaaS in accordance to the Order Form, if any;

2. This STC may be amended and/or updated from time to time and will be posted on CHAINUP’s relevant website. Your continued 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.

Services

4. The services offered by CHAINUP under this agreement will be provided on a Time and Material (i.e. Man-Day Rate or Man-Hour Rate) basis or Fixed Scope Fixed Price basis or subscription basis as described in an Order Form and/or SOW. These services are delivered remotely as default unless indicated as on-site with additional costs at your location.
5. Unless explicitly specified in the Purchase, all fees are exclusive of expenses, which will be billed to you separately. These expenses include direct costs incurred, such as communication, travel, accommodation, subsistence, and document handling (e.g., photocopying, printing, courier services, etc), as well as administrative and technology charges allocated to the engagement.

Assumptions

6. The provision of CHAINUP's services is based on the following key assumptions:
 - 6.1 Before the engagement with you, both Parties shall come to an agreement on the scope of work that shall be reflected in the Order Form;
 - 6.2 CHAINUP shall not be obligated to assume management duties, make managerial decisions, approve or sign agreements or similar documents, exercise discretionary authority on your behalf, initiate accounting transactions, prepare original data that is not subject to review and approval by you or have custody over your assets;
 - 6.3 the service will be carried out based on representation and information provided by you. As such, CHAINUP carries out our services on the basis that such representations and information are accurate, complete and not misleading, and we will not verify it or check it in any other way; and
 - 6.4 CHAINUP will not carry out services in the nature of an audit or legal opinion or assessment for regulators or licensing. Accordingly, CHAINUP will not express and audit or review opinion. CHAINUP will not represent you with any public authorities, or produce contracts or agreements for you. For the avoidance of doubt, our services does not include providing comfort on the legal effect and enforceability of agreements and contracts.

Third Party Providers and Authorizations

7. To ensure prompt assistance when needed, you authorize CHAINUP to work with all of your external vendors that we may require to collaborate with to provide our services. This includes, but is not limited to, your cloud service providers, Web and Domain Hosting Provider, and data repository provider ("Third Party Providers"). During the onboarding process, we will review with you to identify all the vendors you need to authorize. If we are not authorized for a specific vendor, we may, at our discretion, charge you extra for the time it takes to obtain authorization to interact with that vendor on your behalf. If you engage with any new vendors that we need to work with after this agreement begins, you agree to ensure that we are authorized to act on your behalf at the start of your relationship with the new vendor.
8. For the avoidance of doubt, you are responsible to engage, subscribe, manage and pay for such Third Party Providers directly for such Third Party Providers' subscription and/or service required.
9. The Terms & Conditions of the Third Party Providers apply to you directly. CHAINUP does not bear any responsibility or liability with regard to the products and services of such Third Party Providers. You shall guarantee and indemnify CHAINUP for any claims by such Third Party Providers for whatever reason and you shall fully indemnify CHAINUP for all costs, damages, costs and expenses that CHAINUP incurs as a result thereof, including lawyer fees.

Rights and Obligations

10. By signing and executing an Order Form, you hereby agree and acknowledge that:
 - 10.1 you shall actively cooperate with CHAINUP for CHAINUP to carry out the service, including but not limited to provide CHAINUP with its necessary office facilities access and/or reasonable assistance on such access;
 - 10.2 you shall allow CHAINUP access and/or usage of any equipment and software, servers, systems, networks, related machinery, attachments, features, information or whatsoever materials that may be necessary to perform the service, as the case may be;
 - 10.3 you shall make freely available to CHAINUP with all documentation associated with the relevant systems that interfaces with the application provided by CHAINUP, if any, including but not limited to, working documents, original program media, current data backup copies and equipment logs which are necessary to facilitate the CaaS provided by CHAINUP;

- 10.4 you shall be solely responsible at your own costs, to undertake all necessary steps and measures in respect of the data protection. CHAINUP shall not be responsible for any such data protection and shall not be liable for any loss or damages resulted by such data protection failure;
- 10.5 you agree to cooperate with CHAINUP's personnel in order to provide, maintain or resolve any issues in relation to the provision of CaaS under your Purchase, failing which CHAINUP shall not be liable for any delay or failure to provide, maintain or resolve any issues of the CaaS purchased; and
11. Any delay and/or failure in providing the service due to your delay or failure shall not incur any liabilities against CHAINUP.
12. You shall designate an individual who possesses suitable skill, knowledge and experience to be responsible at all times for your decisions and to oversee the services. Such an individual, preferably within senior management, would understand the objectives, nature and results of the services and the respective responsibilities of yourselves and CHAINUP. For this purpose, you shall have designated a suitable personnel to be responsible at all times for making decisions and overseeing the services. This individual may be contacted via email which will be provided to CHAINUP before the commencement of work.
13. You confirm that the definitions and scope of the services detailed in the Purchase are sufficient to address your needs and you will ensure full cooperation with CHAINUP, including the availability of qualified and appropriately skilled personnel for meetings and interviews, and disclosure on a timely basis of all information deemed pertinent, to CHAINUP, for the completion of the service.
14. Should there be any changes in the representations or information provided to CHAINUP by the you, the designated individual is to inform CHAINUP forthwith about this change in the representation and/or information.
15. CHAINUP's performance depends on you also performing your obligations under this contract. You agree that CHAINUP are not liable for any default that arises because you did not fulfil your obligations.
16. CHAINUP will not cover for claims resulting from the following:
- 16.1 modifications or improper system maintenance or calibration not carried out or authorised by CHAINUP;
- 16.2 malicious software (including but not limited to viruses, worms, etc.) not introduced by CHAINUP;
- 16.3 issues or performance limitations of any non-CHAINUP software or product that affect systems integrating to CHAINUP support or service.

Intellectual Property

17. CHAINUP continues to own the intellectual property rights in the Deliverable and any materials created under this Purchase, and the you have a limited, non-exclusive, non-transferable license to use the Deliverable in accordance with the terms set out in this contract.

Representation And Warranty

18. By signing and executing an Order Form, you hereby represent and warrant that you will not 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. In the event there is any breach of rules and regulations, you hereby indemnify, defend and hold harmless CHAINUP (including its shareholders, directors, employees, agents, and representatives) absolutely and forever, from and against any loss, damages, liabilities or whatsoever responsibilities arose therefrom.
19. CHAINUP shall not bear any responsibilities or liabilities arising from the abovementioned risks or any operation and/or usage by you, as well as its corresponding loss.

20. CHAINUP shall not be liable for any failure, delay or non-compliance incurred by you due to your own tardiness in submitting applicable report or applying for any applicable licence.

Disclaimer of Warranties

21. The Deliverable will be prepared based on the information provided by you and you are responsible for factual accuracy of the information provided to CHAINUP.
22. It is agreed that the Deliverable will not be used by you for any other purposes, other than for information and for internal consumption. It cannot be used as part of documents submitted as part of any licensing procurement, or used for any other purposes, including any audit or used in any court proceedings. Under no circumstances shall the Deliverable, in whole or in part, be used as evidence in any legal, regulatory, or judicial proceedings, or relied upon in connection with any dispute or litigation, without the prior written consent of CHAINUP. In the event CHAINUP provides its consent in such circumstances, CHAINUP expressly disclaims any responsibility or liability for the use of the Deliverable in any court, tribunal, or other adjudicatory body, or for any consequences arising from such use, whether permitted or not. You to indemnify and hold CHAINUP harmless from any claims, damages, or liabilities resulting from the misuse of the Deliverable contrary to the terms of this clause.
23. The Deliverable is confidential and may not be disclosed to any other third party without the prior written consent of CHAINUP. You may not make reference to CHAINUP or our logo in any public document and may not make any public statement about CHAINUP of the service.
24. CHAINUP owes no duty of care to you in relation to the Deliverable. You waive all claims against CHAINUP and its affiliates, including its employees, directors, representatives and agents for any cause of action which may arise from the your use of the Deliverable.
25. The passage of ten (10) working days from the date when the Deliverable is provided to you without receipt by CHAINUP of a non-acceptance by you, or use by you of the Deliverable, will constitute acceptance by you of the Deliverable.

Ownership

26. All materials, including but not limited to copyrights, trademarks, logos, and other distinctive marks (collectively referred to as "Materials") of each party shall remain solely owned by that party. Except as explicitly stated in this STC, no rights to use these Materials are granted. These Materials are proprietary and cannot be copied, duplicated, or distributed for any reason. Any non-third party software installed or supplied by one party for the use of the other remains the proprietary software and exclusive property of the party that provided it.

Non-Solicitation

27. You shall not for the term of the Agreement and for a period of 12 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by CHAINUP at any time in relation to the Agreement without the express written consent of CHAINUP.

Limitation of Liability

28. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of CHAINUP, its affiliates and service providers, or any of their respective officers, directors, agents, employees or representatives, exceed the fees paid or payable to CHAINUP per SOW for services on Time and Material (i.e. Man-Day Rate or Man-Hour Rate) basis and/or Fixed Scope Fixed Price basis, or during the 6-month period immediately preceding the first incident giving rise to such liability for services on subscription basis.
29. We shall not be held liable to any party other than you in relation to our services. You agree to indemnify us, our affiliates, partners, employees, and subcontractors for any liabilities, including legal expenses, arising from claims made by third parties concerning the services provided.