



SPECIFIC TERMS & CONDITIONS

Version. 20250410 v1.0

WEB3 WALLET

This Specific Terms and Conditions ("Terms"), the General Terms and Condition and the Order Form (collectively the "Purchase") are collectively 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 relevant Web3 Wallet service and/or product. This Terms does not require any signing and/or execution.

Definitions And Interpretation

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

"Annual Fee"	means the annual fee payable by you for various service/product package and version for each tier as set forth in the Order Form;
"Assets"	means assets owned by you which are kept, received or deposited in the Web3 Wallet, if any;
"business day"	means a day (except Saturday or Sunday, public holidays and unscheduled holidays) on which banks and financial institutions are open for business in Singapore;
"CEXs"	means centralized exchanges
"CHAINUP"	refers to CHAINUP PTE. LTD. and its affiliates and subsidiaries;
"Contract Term"	refers to the Contract Term stated in the Order Form;
"day", "week", "month", "year"	refers to that day, week, month, year in accordance with the Gregorian calendar (any "daily", "weekly", "monthly", "yearly", "annually" shall also be construed accordingly);
"DEXs"	means decentralized exchanges;
"Effective Date"	refers to the "Effective Date" as defined in the Order Form;
"General Terms and Condition"	refers to the General Terms and Condition that can be found at https://www.chainup.com/service-terms ;
"Order Form"	refers to a document known as "Order Form" entered and executed by you and CHAINUP, which consist all material terms and specifications of the service and/or product that you purchased from CHAINUP;
"Party", "Parties"	refers to you and/or CHAINUP, collectively and/or respectively;

“Payment Term”	refers to the “Payment Terms” agreed by the Parties in the Order Form;
“Private Key”	refers to a cryptographic code or string of unique characters that serves as a digital signature to grant exclusive access to digital assets, tokens and cryptocurrencies stored within a cryptocurrency wallet, enabling the Private Key owner to initiate transactions, transfer funds, and manage assets associated with that specific wallet address on a blockchain network;
“price”	refers to the price, fee, payment and/or whatsoever consideration agreed in the Order Form;
“product”	refers to the product (and its product specification) in relation to the Web3 Wallet service and/or product in accordance to the Order Form, if any;
“Recovery Phrase”	means collectively, the twelve word seed phrase or recovery phrase for accessing cryptocurrency in any Web3 Wallet;
“service”	refers to the service (and its service specification) in relation to the Web3 Wallet service and/or product in accordance to the Order Form, if any;
“Web3 Wallet”	refers to a service and/or product provided by CHAINUP which is to provide non-custodial Web3 wallet services for storing digital assets, tokens, and cryptocurrencies; the Web3 Wallet may also have additional functionality added from time to time, such as enabling users to access and link to CHAINUP or third-party CEXs, DEXs, and decentralized applications

2. This Terms is to be read and interpreted together with the Order Form.
3. In this Terms, references to "you" or "your" are collectively refers to the signing party to an Order Form with CHAINUP.
4. Words importing singular include plural and vice versa, words importing any gender include every gender, words importing persons include bodies corporate and unincorporate and references to time shall mean Singapore time.
5. References to Clauses and other provisions herein are references to Clauses and other provisions herein and terms defined herein shall have the same meanings where used throughout your Purchase.
6. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of Order Form and/or the last update of this Terms and shall include all subordinate legislation made as at the date of Order Form and/or the last update of this Terms under that statute or statutory provision.
7. A reference to writing or written excludes fax but not email.
8. This Terms 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.
9. Any capitalized terms not defined herein shall have the meanings ascribed to those in the Order Form and/or the General Terms and Conditions.

Service, Product and Payment

10. 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. In the event of any inconsistency between the Order Form, this Terms and the General Terms and Condition, the Order Form shall prevail this Terms and this Terms shall prevail the General Terms and Conditions.
11. Upon receipt of payment from you, CHAINUP shall create a merchant account for you in accordance with the Web3 Wallet specification in the Order Form within 5 working days. The service start date shall be the date specified in the Project Commencement email issued by ChainUp.
12. This Terms shall only be applicable for the service and/or product in relation to the Web3 Wallet service and/or product. For avoidance of doubt, in the event you have purchased other services and/or products together with the Web3 Wallet service and/or products, you shall refer to those other Specific Terms and Condition for the relevant other services and/or products.

Use of Web3 Wallet by You or Your End-Users

13. You hereby acknowledge and agree that CHAINUP will not be and is not responsible for processing, managing, maintaining, and/or safeguarding any Web3 Wallets, Assets and/or any transactions in relation to the Web3 Wallets and/or Assets.
14. You hereby acknowledge and agree that CHAINUP does not have any ownership, access, custody, and/or control over any Web3 Wallets and/or Assets. You or your end-users' own and control any Web3 Wallets and Assets held in any Web3 Wallets. The sole owner of any Web3 Wallets and Assets in any Web3 Wallets shall bear all risk of loss of such digital assets. CHAINUP shall have no liability for digital asset fluctuations or loss associated with you or your end-users' use of the Web3 Wallets.
15. You hereby acknowledge and agree that CHAINUP does not store and is not responsible in any way for processing, storing, managing, securing and/or maintaining any seed phrases and/or private keys for any Web3 Wallets. You or your end-users are solely responsible for the retention and security of any Web3 Wallet credentials and the Recovery Phrase. The Recovery Phrase is the only way to access the cryptocurrency associated with any Web3 Wallet.
16. 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 Web3 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 Web3 Wallet service and/or product, CHAINUP may unilaterally make any changes, adjustment, alterations for the purpose of this Clause.
17. 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 by CHAINUP's gross negligence, fraud and/or willful misconduct.
18. If you or your end-users connect the Web3 Wallet to third party decentralized services, CEXs, DEXs, third-party websites, applications or resources, you or your end-users acknowledge sole responsibility for and assume all risk arising from the use of any third party decentralized services, CEXs, DEXs, third-party websites, applications, or resources. Third party decentralized services, such as Dapps and DEXs, may provide access to assets which have high risks of illiquidity, devaluation, lockup, or loss. CHAINUP and its affiliates shall not bear any liability, whatsoever, for any damage caused by any third party decentralized services, CEXs, DEXs, third-party websites, applications or resources. You or your end-users should use extensive care in linking Web3 Wallets with any third party decentralized services, CEXs, DEXs, third-party websites, applications or resources or providing any third-parties access to your Web3 Wallets. When using any third party decentralized services, CEXs, DEXs, third-party websites, applications or resources, you or your end-users understand that at no time are you or your end-users transferring your assets to CHAINUP.
19. You or your end-users are solely responsible for any and all gas fees or transaction costs associated with interacting, processing, executing, and validating transactions on a blockchain network. Such

gas fees or transaction costs are not received by CHAINUP and so, CHAINUP cannot reverse or refund such gas fees or transaction costs.

20. 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 Web3 Wallet, nor is CHAINUP responsible for tracing, reversing, or refunding any such transactions.

Lien and Set-Off

21. Set-Off
21.1 CHAINUP has the right, without prior notice to you, to set off any payment obligation owed by you to CHAINUP in relation to liabilities arising under your Purchase against any payment obligation owed by you to CHAINUP, whether or not matured or contingent and regardless of the place of payment or currency of either obligation (and for such purpose the CHAINUP may make any currency conversion necessary at the CHAINUP's prevailing rate).
22. CHAINUP's rights under this section are in addition to any general lien, set-off or other rights to which CHAINUP may be entitled under any applicable law or legal requirement or otherwise.

Limitation Of Liability

23. You and your end-users agree to hold CHAINUP and its affiliates harmless for any losses arising from you or your end-users losing the Recovery Phrase. You and your end-users agree that CHAINUP and its affiliates shall not be liable in any way if the Recovery Phrase is lost and you or your end-users cannot access the Assets in the Web3 Wallet. If the Recovery Phrase is lost, then you or your end-users will lose access to the Assets in the Web3 Wallet. Do not lose the Recovery Phrase. You should always backup the Web3 Wallet private access key via secondary means.
24. With the exception of mandatory laws to the contrary, you agree that CHAINUP's total and accumulated liability, regardless of the cause and the number of claims shall be strictly limited to the Annual Fee paid by you to CHAINUP under your Purchase in the twelve (12) months or Contract Term, whichever is shorter, preceding the event giving rise to such liability.

Termination

25. In the event of termination of your Purchase, it is your responsibility to make sure the interest of your end-user is protected.
26. 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.

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