



# **SPECIFIC TERMS & CONDITIONS**

Version. 20250410 v1.0

### BITWIND SYSTEM

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 BITWIND SYSTEM. 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:

**"Annual Fee"** refers to the applicable annual fee as agreed and set forth in Order Form;

**"API"** means for Application Programming Interface;

**"Bitwind System"** refers to the name of a software program or system which provides order hedging functionalities between your designated exchanges automatically;

**"exchange"** refers to the digital currency assets trading platform designated by you to receive, accept and deploy the product and/or service provided by CHAINUP;

**"external platform"** refers to the trading platform from which coin-to-coin pair market data should be obtained for reference to operate Bitwind System;

**"General Terms and Condition"** refers to the General Terms and Condition that can be found at <https://www.chainup.com/service-terms> ;

**"product"** refers to the product and/or software (and its specification) provided in the Bitwind System in accordance to the Order Form, if any;

**"Secret Key"** refers to the only data for account verification after you register account on exchange and applies for API, which requires your careful custody in order to avoid any loss of assets;

**"service"** refers to the associated service in relation to the Bitwind System 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.

**Product and Payment**

4. Any purchase of service and/or product shall be in accordance to the function, features 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.
5. Upon receipt of payment from you, CHAINUP shall create a merchant account for you within 5 working days.
6. The service start date shall be the date specified in the Project Commencement email issued by ChainUp.

**Service**

7. CHAINUP'S provision of service is subject to your obligation to provide proper and timely preparation, integration and/or whatsoever arrangement of the necessary facilities and/or external platform. Any failure or delay of the abovementioned obligation shall not incur any liabilities against CHAINUP.
8. Any reference of value or advice provided by CHAINUP to you is not an official data nor a professional advice, you hereby acknowledge that it is solely your commercial decision on any such setting or operation. You shall indemnify CHAINUP for any losses, liabilities or whatsoever responsibilities arising therefrom.
9. 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 regards to any performance by any third-party that is not appointed by CHAINUP.
10. Insofar as this Terms do not refer to any other capacity of you, you are irrevocably deemed to be a professional user acting in the context of your professional activities, and you are deemed to possess the relevant know-how in relation to the product and service.
11. 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.

**Representation and Warranty**

12. By signing and executing an Order Form, you hereby represent and warrant that 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.
13. Parties also understand and agree that:
  - 13.1 It is your responsibility to ensure that your operation personnel, in respect of the service and/or product under your Purchase, are equipped with the necessary knowledge and skills to manage, maintain and operate the Bitwind System provided by CHAINUP;
  - 13.2 You shall be solely and exclusively responsible for the data security of the exchange and safekeeping of the relevant Secret Key, failing which you shall assume full responsibility and liability arising therefrom;
  - 13.3 You shall cooperate with CHAINUP's personnel in order to provide, maintain or resolve any issues in relation to the Bitwind System purchased under your Purchase, including but not

limited to keep detailed records of any abnormalities in the Bitwind System, provide necessary information and material for CHAINUP to make a prompt diagnosis, failing which CHAINUP shall not liable for any delay or failure to provide, maintain or resolve any issues of the Bitwind System purchased; and

- 13.4 both Parties encrypts and stores their Secret Key (key) with its own complex algorithm. If either Party causes the loss of Secret Key thereafter resulting in any negative effects, the other Party shall be indemnified and need not bear any responsibility.

### **Acknowledgement of Risks**

14. By signing and executing an Order Form, you understand, acknowledge and agree that the Bitwind System provided by CHAINUP under your Purchase bring along certain inherent risks and possibility of financial loss in cryptocurrency trading, including but not limited to:
- 14.1 There is a large amount of digital currency assets in the account of the exchange. If any private key(s) are lost, there may be significant negative impact on the exchange, including but not limited to, malicious transactions, withdrawal of currency, and other financial losses;
- 14.2 Bitwind System controls exchange account trading through API interface, in the event of any system abnormality in the exchange itself, it may also result in the abnormal operations of the Bitwind System;
- 14.3 The function of the Bitwind System and the exchange system are connected through the network. If the network between them is unstable, the function of its relevant product and/or service may be affected;
- 14.4 You may need to implement different types of hedging strategies for each individual coin pairs in Bitwind System, from time to time. CHAINUP shall not be responsible for any configuration updates of your hedging strategies, which if not implemented timely, may result in losses or undesired outcomes; or
- 14.5 Certain functions of Bitwind System are very dependent on the volatility of the markets, stability of the external platform and your designated exchange system as well as its network. Any disruptions or interruptions of such external platform or exchange system may lead to delay of market updates, or even a longer period of non-updates, and possibility of users arbitraging profits, which may subsequently lead to the failure of hedging function, high slippages and risk of loss.
15. You understand and agree that the key to the Bitwind System lies in the setting of strategic parameters. CHAINUP is to assist you in setting such parameters and provide some relevant reference values however such reference values should not be considered as professional advice nor does it constitute an offer, solicitation or recommendation therefore CHAINUP shall not bear any responsibility for the adverse effects caused by the parameter setting. Parties further understand and agree that you are able to adjust those parameters by yourself therefore you shall bear full responsibility for the said parameter setting and hold CHAINUP harmless against any liabilities or loss arising therefrom.
16. You hereby agree and acknowledge that CHAINUP is only a technical service provider which does not have the professional capacity or expertise to provide any financial, legal, tax, investment or whatsoever advice. You shall, before you enter into any contractual relationship with CHAINUP, obtain advice from your appointed professionals for any such aspect that you may concerned with and/or any subject matter relevant under your Purchase.
17. CHAINUP shall not bear any responsibilities or liabilities arising from the abovementioned risks or any operation by you, as well as its corresponding loss.