SPECIFIC TERMS & CONDITIONS – DEX SAAS

Version. 20241219v1.0

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 DECENTRALIZED EXCHANGE - SOFTWARE-AS-A-SERVICE ("DEX SaaS"). 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;

    "Coin Pairing"   refers to the functionality enabling the trading of specific cryptocurrency pairs as supported on Web3 Wallet;

    "Coin Swap"   refers to the functionality enabling direct token-to-token swapping of specific cryptocurrency as supported on Web3 Wallet;

    "DEX SaaS"   refers to the decentralized exchange software platform provided as a service, including software, APIs, and hosting infrastructure;

    "DEX Wallet"   refers to the Web3 Wallet service for holding crypto assets;

    "product"   refers to the product and/or software (and its specification) in relation to the DEX SaaS service and/or product in accordance to the Order Form, if any;

    "service"   refers to the associated service in relation to the DEX SaaS product in accordance to the Order Form, if any;

    "Technical Service Fee" refers to the Technical Service Fees as agreed and set forth in Order Form;

    "VPN"   means Virtual Private Network.

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 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. Unless stated otherwise under your Purchase, if you are a first-time customer of CHAINUP's DEX SaaS, your Purchase shall consist of one (1) VPN account access for the merchant backend system of the service and/or product. For the avoidance of doubt, existing CHAINUP CEX SaaS customers shall use their existing VPN account and will not be given additional VPN account access.

7. The service start date shall be the date specified in the Project Commencement email issued by ChainUp.

8. Any other additional service fee incurred, if applicable, shall be borne by you.

9. CHAINUP shall automatically deduct Technical Service Fee, in accordance to the agreed Order Form, from Your admin balance account in the exchange backend within twenty one (21) days from the date of applicable transactions. For the avoidance of doubt, the Technical Service Fee shall be allocated as follows: eighty percent (80%) to you and twenty percent (20%) to CHAINUP. You understand and agree that such fees, upon deduction, are non-refundable.

10. The product may offer you the opportunity to purchase additional functions and/or features from within the application ("System Backend Purchase"). CHAINUP shall deduct the price of the System Backend Purchase from your admin balance account within twenty-one (21) days of activation. The said charges will be reflected as a transaction and also in the monthly invoice.

Service

11. 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.

12. During the provision of service:

    12.1 you shall conduct your own inspection of the product in accordance to the specification agreed under your Purchase;

    12.2 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), 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

    12.3 CHAINUP will assist you in configurating 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;

    12.4 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.

13. Upon completion of such Provision Period as stipulated in Clause 12.4, the product shall be deemed accepted by you in a satisfactory state and condition as at the start of the provision of the service ("Deemed Acceptance").

14. 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.

15. 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.

16. 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.

17. 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

18. The following Terms and Conditions shall only be applicable for DEX SaaS product. For avoidance of doubt, in the event you have purchased DEX product together with the Web3 Wallet, the Specific Terms and Conditions for Web3 Wallet shall apply in addition to this Terms and Conditions.

19. The CHAINUP DEX SaaS is non-custodial and do not take possession or control of your Assets. You are solely responsible for the safekeeping of the private keys to the digital wallets you use, and you should never share your wallet credentials or recovery seed phrase with anyone. For the avoidance of doubt, CHAINUP is not liable for any loss or damage resulting from your use of a wallet, and makes no guarantee about how the applicable platform will interact with any particular wallet. Additionally, CHAINUP is not responsible for any issues or losses that arise from the compromise of your wallet.

20. To the fullest extent allowed by law, you acknowledge that CHAINUP does not owe any fiduciary duties or responsibilities to you or any other party. Any such duties or liabilities that may exist under the law are expressly disclaimed, waived, and excluded. The only obligations CHAINUP has are those specifically outlined in this Agreement.

21. You acknowledge that transactions conducted through the service and/or product are executed through smart contracts, which automatically settle, and that blockchain-based transactions are irreversible once confirmed. You further accept that the cost and speed of transactions on blockchain networks are subject to fluctuation and may increase at any time.

22. CHAINUP does not bear any responsibility in the event that any 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.

23. 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.

24. 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, wilful misconduct or fraud.

3rd Party Providers Subscriptions and/or Services

25. You are responsible to choose, register and maintain the subscription and/or services and configuration of 3rd party providers to integrate with CHAINUP product. In the event, you engaged CHAINUP to provide support with configuration on the 3rd party providers, paid or otherwise, you agree to indemnify CHAINUP from all liabilities associated to any costs and actions brought against CHAINUP.

26. The following is a non-exhaustive list of 3rd party providers specific requirements:

    26.1 Apple AppStore Listing: You are responsible to register an apple developer account prior to iOS App submission and obtain necessary licenses and permits required under applicable laws to own and operate the product to meet applicable Apple's developer general and country-specific policies. Failure to conform to Apple's developer policies may result in barring of your iOS App listing onto AppStore, including but not limited to suspension / termination of

your apple developer account.

26.2   Google PlayStore Listing: You are responsible to register a Google developer account prior to Android App submission and obtain necessary licenses and permits required under applicable laws to own and operate the product to meet applicable Google's developer program policies. Failure to conform to Google's developer program policies may result in barring of your Android App listing onto PlayStore, including but not limited to suspension / termination of your Google developer account.

26.3   Huawei AppGallery: You are responsible to register a Huawei ID prior to Android App submission and obtain necessary licenses and permits required under applicable laws to own and operate the product to meet applicable Huawei developer policies. Failure to conform to Huawei's developer program policies may result in barring of your Android App listing onto AppGallery, including but not limited to suspension / termination of your Huawei ID account.

26.4   Xiaomi GetApps: You are responsible to register a Xiaomi Account prior to Android App submission and obtain necessary licenses and permits required under applicable laws to own and operate the product to meet applicable Xiaomi Mi App Mall developer and distribution agreements. Failure to conform to Xiaomi's policies may result in barring of your Android App listing onto GetApps, including but not limited to suspension / termination of your Xiaomi Account.

26.5   Samsung Galaxy Store: You are responsible to register a Samsung Commercial Seller Account prior to Android App submission and obtain necessary licenses and permits required under applicable laws to own and operate the product to meet applicable Samsung App developer and distribution agreements. Failure to conform to Samsung's policies may result in barring of your Android App listing onto Galaxy Store, including but not limited to suspension / termination of your Samsung Account.

26.6   CMC Market Listing: Where applicable, paid or otherwise, CHAINUP support to you is limited to the capacity as a product provider in furnishing details to aid in your CMC Marketing Listing application progress. You are responsible to apply and pay any applicable fees to CMC for market listing applications. Site optimization services paid to CHAINUP is non-refundable, non-transferrable. You understand that application status outcome is subjected to CMC review and decision, and CHAINUP is not able to affect the decision made by CMC.

27.   ChainUp shall have no liability or whatsoever responsibility and provide no guarantee in respect of the outcome and/or result of including but not limited to the listing at any of the platforms, CMC Market Listing or onramp/offramp revision on support for fiat currencies. Any outcome and/or result of the same is subject to the policy of the applicable platform which ChainUp has no control over. ChainUp's obligation herein shall be deemed completed upon the required configuration as requested by You as stipulated in the Order Form.

Representation and Warranty

28.   By signing and executing an Order Form, you represent and warrant that:
28.1   you have the rights to receive any Assets deposited by end-user through the service and/or product; and
28.2   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;

Shared Liquidity

29.   CHAINUP facilitates shared liquidity pools that aggregate liquidity across multiple users and trading pairs. By using our service and/or product, you acknowledge that liquidity may be sourced from and shared with other users of the applicable platform, including, but not limited to, other users, liquidity providers, and external liquidity aggregators. As a general matter, CHAINUP is not a liquidity provider into liquidity pools and liquidity providers are independent third parties.

30. Users may access and provide liquidity to these shared liquidity pools, which can be used for trading, market-making, and other platform functionalities. You acknowledge that any assets you provide to these pools are subject to the risks associated with liquidity provision, including potential loss due to market fluctuations or impermanent loss.

31. If you wish to provision your own coin token, you are required to establish and maintain a sufficient liquidity pool at your own cost. These costs include, but are not limited to, fees for token activation on the CHAINUP platform and any additional expenses necessary to enable support for new mainchain networks not currently supported by CHAINUP. You are also responsible for the continuous provision of liquidity in the liquidity pool, operational and maintenance costs, and ensuring compliance with CHAINUP's technical and regulatory requirements, as well as compatibility with the platform's existing infrastructure.

32. While CHAINUP strives to ensure sufficient liquidity for transactions, you acknowledge that liquidity may fluctuate based on market conditions, the participation of other liquidity providers, and the overall supply and demand within the applicable platform. CHAINUP makes no guarantees regarding the availability of liquidity or the execution of trades at any specific price or volume.

33. By engaging in shared liquidity pools, you understand and agree that any trades executed may be impacted by the aggregated liquidity of other users. This means that the success, pricing, or speed of your transaction may be influenced by the actions of other liquidity providers or traders within the pool.

34. You understand that liquidity in shared pools is managed collectively, and you have no individual control over the assets contributed by other users or how liquidity is allocated within the pool. CHAINUP does not control or manage the actions of other liquidity providers and is not responsible for any market outcomes related to the pooled liquidity.

35. You agree to indemnify and hold harmless CHAINUP, its affiliates, and other liquidity providers from any loss, damage, or liability arising from your participation in shared liquidity pools. This includes any loss of funds due to liquidity fluctuations, impermanent loss, or any other risk inherent to liquidity provision and trading.

Limitation on Supported Coin Pairing

CHAINUP shall provide support for coin pairing functionality as part of the DEX SaaS. However, you acknowledge and agree that:

36. Only coin pairings that have been pre-approved by CHAINUP and meet the technical, regulatory, and security standards established by CHAINUP shall be supported. You shall submit any proposed new coin pairings for approval in writing.

37. All coin pairings must comply with applicable laws, regulations, and guidelines in the jurisdictions where the DEX is intended to operate. CHAINUP reserves the right to reject or disable coin pairings that are or may become non-compliant.

38. CHAINUP shall not support coin pairings involving tokens or digital assets classified as high-risk, restricted, or illegal, including but not limited to those associated with illicit activities, unlicensed securities, or other prohibited uses as determined by CHAINUP in its sole discretion.

39. CHAINUP may impose limitations on the number, type, or configuration of coin pairings based on the technical capabilities of the DEX platform and other relevant considerations, including system performance and user experience.

40. You agree to indemnify, defend, and hold harmless CHAINUP from and against any and all claims, losses, damages, or liabilities arising out of or related to the implementation or operation of any coin pairings introduced or requested by you that violate the Purchase or applicable law.

41. CHAINUP reserves the right to suspend or permanently remove any coin pairing from the platform at its sole discretion if deemed necessary to address technical, legal, or regulatory concerns or to protect the integrity and security of the DEX.

Use of 3rd Party Service Providers

42. You acknowledge and agree that CHAINUP may rely on third-party technology infrastructure providers or third-party software providers, such as but not limited to liquidity providers, exchanges, decentralized exchanges, trading platforms, and cross-chain payment and liquidity platforms, to build, maintain, and facilitate the underlying systems and infrastructure necessary for the provision of

service and/or product, including access to our APIs, liquidity services, data, and transaction facilitation across multiple blockchain networks.

43. These third-party providers are independent entities responsible for key elements such as server hosting, blockchain network integration, cross-chain transaction facilitation, smart contract execution, liquidity services, and other technical services for support. You agree that your use of the Products through an interface, product or service provided by one of these third-party providers is nonetheless still subject to the terms and conditions of this Agreement.

44. While CHAINUP makes reasonable efforts to ensure the integrity and security of the product, you understand that CHAINUP does not control or guarantee the performance, availability, or functionality of the infrastructure provided by these third-party providers. As such, CHAINUP will not be held liable for any disruptions, outages, security breaches, or technical failures that may arise due to the use of third-party infrastructure.

45. You further agree that CHAINUP is not responsible for any losses, damages, or liabilities resulting from the actions, omissions, or failures of these third-party providers. You hereby waive any claims against CHAINUP for any such issues that may occur due to reliance on third-party infrastructure.

Termination

46. 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.

47. In the event of termination of your Purchase, it is your responsibility to settle and/or finalise all and any outstanding accounts of your end-user in the service and/or product, including but not limited to:

47.1 announce and/or to inform your end-user of such termination of service and/or product;

47.2 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);

47.3 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

47.4 any other actions that you shall carry out and/or comply to make sure interest of your end-user is protected.

48. CHAINUP shall not be liable for any failure, delay or non-compliance incurred by you to your end-users during such termination.

THE REMAINDER OF THIS PAGE IS INTENDED TO BE LEFT BLANK