

Portal KYC Bonus Terms

1. INTRODUCTION AND ACCEPTANCE OF THESE TERMS

- 1.1 These Terms apply to you (“**you**”, the “**Participant**”) when you sign up to the Chintai Nexus KYC Sign-up Bonus (the “**KYC Bonus Program**”). We encourage you to read them carefully. These Terms form part of and are deemed incorporated into the Portal Terms. Along with the Privacy Policy, the Nexus Disclaimer Statement and the Portal Terms, these Terms constitute a legally binding agreement you and us.
- 1.2 Any capitalised terms not defined in these Terms will have the meaning set out in the Portal Terms
- 1.3 These Terms define the terms and conditions under which you are allowed to use the KYC Bonus Program. If you do not agree to these Terms, you must immediately discontinue your use of the KYC Bonus Program.

2. HOW DOES THE KYC BONUS PROGRAM WORK?

- 2.1 Where you successfully create an account on the Portal (an “**Account**”) by inputting all required ‘know your customer’ (“**KYC**”) information along with such supporting documents as are required (including any subsequently required by us following initial review of your KYC) for us to satisfy ourselves, in our sole and absolute discretion, of your identity in accordance with our internal compliance requirements and applicable law, you will be eligible to receive a one-off bonus payment of CHEX Tokens of a total value of USD 25.00 based on the price of CHEX Tokens at completion of your KYC as determined by us (the “**KYC Bonus**”).
- 2.2 Chintai Nexus is not responsible for any mistakes you make when attempting to open an Account and you are solely responsible for providing the true, honest, correct and complete KYC information. Chintai reserves the right to reject your application to open an Account or suspend or cancel your Account without notice if it believes you may have breached the Controlling Terms.
- 2.3 No refund will be made to any customers which participate in the KYC Bonus Program in a fraudulent way or in breach of these Terms. The Account you create will be the Account to which the KYC Bonus is paid. You are solely responsible for the management of your Account and its access.
- 2.4 To become a Participant, you must be at least eighteen (18) years old and have the legal capacity to contract.

3. REWARDS

- 3.1 Once your Account is successfully created in accordance with these Terms, we will deposit the KYC Bonus into your Account within the next few days.
- 3.2 We reserve the right to vary the amount of the KYC Bonus from time to time.
- 3.3 Each Participant will be entitled to one KYC Bonus notwithstanding how many Accounts they may create.

4. RESTRICTIONS

- 4.1 You agree to only use the KYC Bonus Program for the purposes intended and as permitted by the Controlling Terms and in accordance with applicable laws. If you use the KYC Bonus Program in breach of the Controlling Terms or applicable laws, we may suspend your use of the KYC Bonus Program.
- 4.2 You must promptly notify our customer support team about any possible misuse and incident related to the KYC Bonus Program.

5. **EXTERNAL RESOURCES**

- 5.1 In the case you are provided with links to external resources while browsing the KYC Bonus Program, use them carefully as they are outside of our control. You acknowledge Chintai Nexus cannot be held responsible for any failures or damages caused by a third-party resource.

6. **WARRANTY AND DISCLAIMER**

- 6.1 You are responsible for your account, devices, personal information, and conduct.
- 6.2 Chintai Nexus will use a reasonable level of skill and care to ensure that the KYC Bonus Program can be accessed by you in accordance with these Terms, but there are no guarantees that access and features will not be interrupted or that there will be no delays, failures, errors, omissions, corruption or loss of transmitted information, or issues with payment of the KYC Bonus. The KYC Bonus Program is provided "as is" without any warranty of any kind, either express or implied, and in particular without implied warranties of merchantability, reliability, and fitness for a particular purpose.
- 6.3 You are solely responsible for safeguarding your assets and Chintai Nexus has no duty to you or any user except as otherwise provided under these Terms.
- 6.4 The information included on the Portal and/or Nexus Platform does not constitute legal, financial, tax, or investment advice and is not intended as a recommendation for buying, trading, or selling crypto assets. It is recommended to do your own research before starting to buy, trade, or sell crypto assets. Chintai Nexus and all other companies of the Chintai Group will not be responsible for the consequences of reliance upon any opinion or statement contained herein or for any omission. You are also responsible for managing any tax implications as a result of your participation in this KYC Bonus Program.
- 6.5 Crypto assets are volatile. You should be fully aware of the level of risk involved before engaging in crypto-related activities. References to any securities or digital assets are for illustrative purposes only and do not constitute an investment recommendation or offer to provide investment advisory services. Any loss of data, crypto assets, or profit is your sole responsibility.
- 6.6 Please note that you are solely responsible for the way you use, store, and back up your information and data relating to your crypto assets.

7. **LIMITATION OF LIABILITY**

- 7.1 Nothing in these Terms limits Chintai Nexus's liability for (a) fraud, wilful misconduct, and if required by applicable law, gross negligence; (b) death or personal injury caused by its negligence; or (c) any liability that cannot be excluded by law. To the fullest extent allowed by applicable law, you expressly understand and agree that:
- 7.1.1 Chintai Nexus, its affiliates, officers, representatives, directors, agents and employees shall not be liable to you for any indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, cost of procurement of substitute goods or services, or other intangible losses, arising out of the use or inability to use Chintai Nexus's services, third party resources, regardless of legal theory, without regard to whether Chintai Nexus has been made aware of the possibility of those damages, and even if a remedy fails of its essential purpose;
- 7.1.2 in no event shall the maximum aggregate liability of Chintai Nexus arising out of these Terms and the KYC Bonus Program exceed the greater of (1) \$25 or (2) the KYC Bonus received by you.

8. **DATA PROTECTION**

- 8.1 In the course of providing the KYC Bonus Program, Chintai Nexus may have to process and collect personal data in which case it will do so in accordance with Chintai Nexus' Privacy Notice.

8.2 Information regarding the way in which Chintai Nexus uses personal data under the KYC Bonus Program can be found in our Notice.

9. **TERM AND TERMINATION**

9.1 The Terms will continue to apply as long as you use the KYC Bonus Program. Chintai Nexus reserves the right to:

9.1.1 suspend your access to the KYC Bonus Program at any time, including in the event of your actual or suspected unauthorized use of the KYC Bonus Program, or non-compliance with the Terms.

9.1.2 suspend accounts, cancel the ability to use any link or refuse a transaction if we notice any activity, we believe fraudulent, improper, or unlawful or if we have reason to believe there has been a breach of these Terms.

9.1.3 review and investigate all referral activities and to suspend accounts or modify referrals as deemed fair and appropriate.

9.1.4 change the terms of the KYC Bonus, terminate the Agreement and/or KYC Bonus Program at any time for any reason and without notice.

9.2 If you or Chintai Nexus suspends your access to the KYC Bonus Program, you agree that Chintai Nexus shall have no liability or responsibility to you.

9.3 Sections of the Terms, that, either expressly or by nature, must remain in effect even after termination of the Terms, shall survive termination.

9.4 Nothing in these Terms constitute a waiver or loss of these rights.

10. **COMPLAINTS AND QUESTIONS**

10.1 In the event of a complaint or a question relating to the KYC Bonus Program, please contact Chintai Nexus customer service team making sure to specify to provide any information to Chintai Nexus to allow it to assess the origin and implications of your complaint or question.