

Terms & Conditions
Last updated: 18 February 2026

General terms and conditions (furthermore referred to as "**T&C**") PT Tumbuh Bersama Nano, a Limited Liability Company established under the law of the Republic of Indonesia, having its address at Gedung Mayapada Tower 1 Lantai 20, Suite 03A, Jl. Jend. Sudirman Kav. 28, Kuningan Karet, Setiabudi, Jakarta Selatan, DKI Jakarta, Indonesia 12920 (furthermore referred to as "**Nanovest**") are terms and conditions regarding the use of services, products, technology, service features provided by Nanovest, including but not limited to the use of applications, systems, all associated websites, Application Programming Interface (API), and all related services (collectively referred to as "**Nanovest Services**") to you as a service user who has registered to use the Nanovest Services. These T&Cs and each Nanovest Service contained therein constitute an integral part of Nanovest Customer Agreement ("**Customer Agreement**") that binds You as a Customer and Nanovest in accordance with applicable legal provisions.

Before using Nanovest Services, You must carefully read the entire contents of this T&C as well as other documents mentioned in it. By agreeing to these T&C, it shall be deemed and validly state your acceptance of the Customer Agreement and you hereby declare that you have **READ, UNDERSTOOD, COMPREHENDED AND AGREED** all terms and conditions contained in this T&C which become effective and legally binding. After giving the approval as referred to above, You will then be allowed to carry out the registration process as a user in accordance with the applicable provision.

Nanovest may upload changes/replace the T&C on this page periodically. The revised version will take into effect on the effective date of publication. You are responsible to review this T&C from time to time. If you do not agree with the changes/replacements of this T&C, you must immediately stop using Nanovest Services. Nanovest is not liable for your failure to review and agree with the modification and/or replacement of this T&C.

PT Tumbuh Bersama Nano ("**Nanovest**") is a legal entity established and subject to the laws of the Republic of Indonesia. Nanovest provides and manages a digital marketplace application connecting the Users with various digital asset platforms to ease the Users in engaging in sale and purchase transactions of digital assets and its variations (hereinafter referred to as the "**Product**"), by utilizing various available features as well as services on a platform or website that is fully managed by Nanovest (furthermore referred to as the "**App**"). Nanovest is a company that is registered as a Crypto Asset Physical Trader in accordance with the applicable legal provisions in the Republic of Indonesia. Any party residing in the Republic of Indonesia may access the Nanovest App for selling and/or purchasing Products, utilizing features/services, or to only accessing/visiting the Nanovest App. As a supporting business and provider of a digital marketplace platform, Nanovest warrants the security and comfortability of its Users.

Digital asset trading and/or transaction carries a high risk of loss, system failures, and exposure to cyber attack threats, therefore you are requested to understand every risks involved in digital asset transactions, such as crypto assets or other assets available in the Application, which are very important for you as a User to comprehend. The understanding referred to is how digital asset trading works, as well as understanding the applicable terms and conditions of the Application. Users are required to first understand digital asset transactions, including crypto assets , before engaging in any transactions. Once again, digital asset transactions, including crypto assets carry high potential and risks, therefore please ensure that you use careful consideration in making decisions to commence a transaction or purchase/sell your assets. Nanovest does not impose or provide advice for

Users to engage in buy and/or sell transactions, and all decisions regarding the buying and selling of digital assets are your own decision that is unaffected by any third parties.

These T&C govern all utilization of services that are available on the Nanovest App that are applicable to all Users and to any party who delivers requests or information to Nanovest. In registering an account with Nanovest and/or using Nanovest App, the Users are deemed to have read, comprehended, understood and agreed to the entire contents of these T&C. Please do not use the Application if you do not agree to the applicable T&C.

A. APPLICATION ACCOUNT (“Account”)

In relation to the Account, the Account User or You (“User”) warrants:

1. That the App covers the software and its supporting components utilized to facilitate the Users to engage in sale and purchase transactions of the Products.
2. That the User is a legally capable person as well as able to bind itself in a legally valid agreement pursuant to the laws.
3. Users are prohibited to create and/or use any automatic features or equipment to manipulate data on the App systems, including but not limited to (i) manipulating Account data or (ii) data crawling, or any other actions that are adverse to Nanovest.
4. Users are personally responsible to maintain the confidentiality of its Account and passwords for all activities occurring on the User Account.
5. Users represent that Nanovest is not liable over any losses or damages as a result of abuse of a User Account.
6. Users must complete their data in their own Account prior to being able to make transactions on the App.
7. That Nanovest, without any prior written notice to the Users, is authorized to perform any necessary actions on any alleged breaches or violations of the Terms & Conditions and/or the applicable laws in Indonesia.
8. That Nanovest, without prior notice to the User, is authorized to limit, restrict, suspend, liquidate as well as return the assets, and/or close the User Account temporarily or permanently, in the event that Nanovest, based on its review and reasonable internal opinion of Nanovest, find:
 - a. any fraudulent actions in using Users’ identities that are improper/inappropriate, for the personal benefit of the User.
 - b. suspicious financial transaction patterns that are recorded in the transaction history of the User (suspicious transactions).
 - c. utilization of Account by the User as an escrow or transactions of monies or capitals that are indicated to be derived from criminal actions, including but not limited to those related to corruptions, briberies, narcotics, psychotropics, labour smuggling, people smuggling, bankings, capital markets, insurances, customs, duties, human traffickings, arms traffickings, kidnappings, thefts, embezzlements, frauds, forgeries, gambling, prostitutions, taxations, and terrorisms.

- d. any actions and/or transactions that are adverse to or likely to damage Nanovest, those in cooperation with Nanovest and/or other Users, including any fraudulent actions, frauds, embezzlements, inappropriate behaviours and/or other criminal actions of any form.
- e. ownership of more than one Account for one User identity.
- f. unable to fulfill document or information requirements on transaction that involves User in the Application based on the time period that has been reasonably determined by Nanovest.
- g. troubles or errors of the App that requires Nanovest to perform maintenance and/or repairs in the App supporting system.

In the event that the User Account is permanently closed as referred to in letters a, b and d above, the User acknowledges and agrees that Nanovest will return any entitlements of the user from valid source(s). Such entitlements are the total balance top-up when Nanovest detects and/or records such fraudulent indications performed by the User minus the balance withdrawn by the User.

- 9. That the User will not provide the User Account's password to any party, whether to a third party or to a party claiming on behalf of the App or Nanovest.
- 10. To protect the User's interests, several data of the User may not be changed in the future such as the Identity Card Number (KTP) and changing the name of the account owner. However, if Users wish to make changes to their personal information other than those previously mentioned, Users can submit a request for access to data changes to Nanovest. The request should be accompanied by the intent and purpose of the data changes, Users can also contact the Customer Service available on the App for any data changes.
- 11. The User's Bank account number shall be numerical.
- 12. All Users' data will only be utilized for the benefit of the User and Nanovest will not use such data for the benefit of Nanovest and the App it manages.

B. TRANSACTION

- 1. Sale and purchase transaction of Products may only be conducted via the App or through website Nanovest (www.nanovest.io) in accordance with applicable product provisions.
- 2. Users must complete their data on the App to be able to make transactions on the App as required by Nanovest and applicable laws and regulations.
- 3. Nanovest is entitled to perform CDD (Customer Due Diligence) by requesting Users' data, identification, verification and supervision on the User, to obtain updated information concerning the profile of the Users and to ensure the compatibility of the User's profile and the transactions made.
- 4. Nanovest is also entitled to perform EDD (Enhanced Due Diligence) in the event of certain risks on the transactions made by Users, by verifying the User's information and Beneficial Owner as well as to seek additional information from the User

concerning identities, purpose of transactions, User's financial sources, as well as the reasons for the transaction made by the User.

5. In the event of doubts and/or incompatibility of the User's data, Nanovest, without prior notice to the User, is authorized to reject any Transactions arising from:
 - i. Users having negative track records, performing questionable transactions, or the Users using different transaction patterns than those usually undertaken by the Users;
 - ii. Users are not willing to provide identity data or additional documents as required by Nanovest;
 - iii. Users providing minimal or fictitious information or indicated to have manipulated data/information;
 - iv. Users considered as PEP (Politically Exposed Person) as well as the relevant family/member related to such User;
 - v. Users that are indicated of performing Suspicious Financial Transaction related to Money Laundering and/or Terrorism Financing, including those that require further investigation on such indication; and/or
 - vi. Users in the form of Business Entities whose beneficial owners are not clearly known or not clearly stated and/or disguised by the User.

C. RATES AND TRANSACTION FEES

The Rates applicable on the application are in accordance with the following conditions:

1. Rates listed on the App are the best rates.
2. Rates listed on the App are transparent rates that refer to actual digital asset trading rates and adjusted to market price.

Price changes may occur according to market conditions, however, the influence of technology can have a very significant effect on Price changes in Nanovest Services for each Product. For this, Nanovest will always do the best efforts such as investigation and/or monitoring in the event of an unreasonable Price change or affecting market conditions.

In addition to Rates provisions, Nanovest in facilitating Customer transactions will apply Transaction Fees provisions for each User transaction with the detail information of Transaction Fees as follows:

1. Top – Up Fees;
2. Withdrawal Fees; and
3. Other fees (if any)

in accordance with the provisions and nominal in force from time to time.

D. MARKETING PROGRAM WITHIN THE APP

1. Nanovest may conduct marketing programs to the App Users.
2. Marketing program services conducted by Nanovest may be provided in each User Account, unless determined by Nanovest, in its sole discretion, excludes certain Users from obtaining certain program services.
3. Every marketing program is subject to terms and periods as stipulated by Nanovest, where Nanovest is authorized to amend any terms and conditions of a marketing program as well as to change the time period of any marketing programs from time to time without prior notice to the Users, with due observance of the relevant circumstances.
4. Upon the implementation of a marketing program, Nanovest may grant rewards to the Users or other parties in the form that will be determined by Nanovest in its discretion as well as in accordance with the terms and conditions that are stipulated/determined by Nanovest.
5. Such rewards will have validity periods that are determined by Nanovest and which may be changed from time to time. In the event that such validity periods have elapsed, and the User has not performed the required actions, such rewards will be invalid and may not be used/redeemed/liquidated in any way.
6. Nanovest is authorized to analyze each User who will redeem or liquidate marketing program rewards. In the event that Nanovest deems that the User is categorized as an account under letter A number 8 above, Nanovest is entitled to invalidate the rewards, and to not continue with the exchange or liquidation of such rewards.
7. Users are required to read the marketing programs terms and conditions as applied from time to time.

E. INTELLECTUAL PROPERTY RIGHTS

1. Users may not change, copy, reproduce, issue, upload, install, deliver and/or distribute in any way any materials on the App site, including but not limited to any writings, images, codes and/or softwares.
2. Users are granted limited licenses or independence to access the App and Nanovest is authorized, without notice and policy of the App, to terminate the User licenses to use the App, and to block or restrain access of the User from using the App.
3. Publications, products, services, contents or references on the App are the exclusive trademarks or service marks of the App owned by Nanovest or its affiliates, that are registered or under registration process with the Directorate General Intellectual Property, Ministry of Law and Human Rights of the Republic of Indonesia.

In the event that there are specific terms and conditions that are not governed, the Users represent to be subject to as well as willing to observe the terms applicable in Nanovest, the App, as well as other parties affiliated with Nanovest.

App Terms of Use

By downloading, installing, and/or using the App, You agree that you have read, understood and accepted as well as agreed to this App Terms of Use (“**Terms of Use**”). These Terms of Use are a valid agreement between You and PT. Tumbuh Bersama Nano (“**Nanovest**”) and Services and the App (as defined below) is applicable on Your visits on and uses of the App site.

Please terminate Your account if upon Your registration with the App, You permanently delete the App from your electronic device if You do not agree or do not wish to enter into these App Terms of Use. In accordance with the applicable laws and regulations, in the event that the User is no longer an App User, Nanovest as the Electronic System Provider must store the User Personal Data for a minimum period of 5 (five) years as of the last date when the owner of personal data is an App User.

PLEASE THOROUGHLY REVIEW NANOVEST PRIVACY POLICY AND PRIOR TO DOWNLOADING THE APP OR USING NANOVEST SERVICES FOR THE FIRST TIME.

I. General

PT Tumbuh Bersama Nano (“**Nanovest**”) is a legal entity established and subject to the laws of the Republic of Indonesia. Nanovest provides and manages a marketplace platform where Users may conduct sale and purchase transactions of digital assets and its variations (furthermore referred to as the “**Product**”), by utilizing various available features as well as services (furthermore referred to as the “**App**”). Any person residing in the Unitary State of the Republic of Indonesia may access the Nanovest App to sell Products, purchase Products, utilize features/services, or to only access/visit the Nanovest App. As a supporting business and provider of a marketplace platform, Nanovest warrants the security and comfortability of the Users.

This App is a software functioning as a platform to conduct sale and purchase of Products. Features available on the App are:

- a. App Feature for Users to conduct Products sale and purchase transaction, including digital assets.
- b. Sale and purchase transactions recording via the App.
- c. Customer Registration; and
- d. Other features that Nanovest may add from time to time.

(“**Services**”).

II. App Terms of Customer Registration

You represent and warrant that You are an individual who, based on the laws of the Republic of Indonesia, is entitled to enter into a binding agreement, specifically the Terms of Use, to use the App and that you are at least **18 (eighteen) years old**. You also represent and warrant that You are authorized to read, understand, agree and bind Yourself to these Terms of Use and register for Services and the App.

Nanovest has rights to collect and/or process Your business and/or personal information, such as Your name, Identity Number, Passport information issued by the User’s home country and/or Permanent Stay Permit Card or Limited Stay Permit Card,

email address, and phone number when You register. You must apply a Registration application to Nanovest by providing accurate and complete information and updating information in the event of a change in the information. You agree to fulfill and provide the requirement document including:

1. Active Phone number and email address;
2. Identity Card Number, which includes Identity Number, full name according to Identity Card, date of birth, occupation, and other information or other Identity Number (Passport, Permanent Stay Permit and Limited Stay Permit Card) if needed;
3. A Photo with Identity Card Number (KTP)/Passport, which is legally valid; and
4. A Photo Selfie as a potential user.

The registration process will take approximately 2 (two) Business Days, or longer if a further Customer Identification process is required. You agree to provide Nanovest with **any proof of identity** that Nanovest may reasonably request from time to time. You may start using the Service through the Nanovest application after Nanovest deemed You have passed the Registration process.

If there are changes to the personal information you provide to Nanovest (e.g. if you change your email address, phone number, or if you wish to cancel your account), please update Your information details via the App or by sending Your request to the App via the available help center. Nanovest will assist, as long as practicable by Nanovest, to effectuate such requested changes within 3 (three) Business Days upon receipt of such notice from You.

You may only use the App upon Your registration with the App. Upon Your successful registration, the App will provide you with a personal account that may be accessed with an OTP (*one-time password*) that will be sent to the handphone number You have registered that serves as an access code to enter into Your account. Users are solely responsible to maintain the confidentiality of the OTP received by such User in using the App. Such responsibility includes legal responsibility of the User to Nanovest and/or other parties related to the services provided by Nanovest in the App.

App may only be used on behalf of Your own account ownership and You undertake not to authorize any person to use Your identity and/or use Your account. You must not assign or transfer Your account to other parties. You must secure and maintain the confidentiality of Your account password and any identification Nanovest provides You with. In the event of disclosure of Your password, in any way, that results in illegal or unauthorized use of Your account or identity, as well as incur losses to Yourself, Nanovest will not be liable over any data recorded and presented from such illegal or unauthorized use.

You may only have 1 (one) official Nanovest account and must not have more than 1 (one) account.

Nanovest is entitled to impose sanctions in the form of permanent account blockage to the second and other accounts if 1 (one) person with the same identity is shown to have more than 1 (one) account and Nanovest will not be liable over any losses incurred from such violation.

You undertake that You will use the App only for the intended purposes of obtaining the Services. You must not abuse or use the App for frauds or causing inconveniences to Nanovest or other third parties.

You must not compromise, change or modify the App and/or the web Site or attempt to compromise, change or modify the App and/or the web Site in any way. Nanovest will not be liable if You do not have any compatible device or if You download an incorrect version of the App to your device. Nanovest is entitled to prohibit you from using the App further if You use the App with a device that is compatible/suitable or illegal or for other purposes other than those contemplated for the use of this App. You undertake that You will only make use of an access that is permitted for You to use.

You must maintain confidentiality and will not misuse the information received from the use of the App.

You understand and agree that the use of the App by You will also be subject to Nanovest Privacy Policy as may be amended from time to time. By using the App, You also grant consent as required under the Nanovest Privacy Policy.

III. Nanovest Customer's Liability and Responsibilities

- a. Customers are prohibited from using a Nanovest account that is not theirs or giving access to any other party to their Nanovest Account. All use of the Nanovest account is the full responsibility of the Customer whose identity is stated on and as the identity of the relevant Nanovest Account;
- b. Customers are responsible to maintain the confidentiality of Passwords, Nanovest Accounts, PINs, Crypto Asset Wallet access, email login access and all types of activities related to Crypto Asset Trading Activities. If the Customer suspects or knows that there has been access to and/or use of Passwords, Nanovest Accounts, PINs, Crypto Asset Wallet access, email login access, or activities related to Crypto Asset Trading Activities without the Customer's permission, the Customer must immediately contact and notify Nanovest of such matter with supporting information and documents. Nanovest will not be responsible for losses incurred due to access and/or use of Passwords, Nanovest Accounts, Crypto Asset Wallet access PINs, email login access or any type of activity related to Crypto Asset Trading Activities without the Customer's permission;
- c. Customers are not allowed to use Nanovest Services provided by Nanovest through applications for purposes involved in money laundering, terrorism, proliferation of weapons of mass destruction, gambling and/or other activities that charge entry fees and/or promise prizes, including but not limited to in casino games, sports betting, or businesses facilitating gambling and lottery systems. Nanovest has the right to freeze or close the Customer's Nanovest Account and/or Crypto Asset Wallet if Nanovest suspects or knows any suspicious transactions or activities related to criminal practices, criminal acts or other activities that are contrary to applicable regulations; and
- d. Customers are responsible to fulfill any additional document requirements as required by Nanovest in accordance within certain period of time reasonably determined by Nanovest, in the event that the Customers submit complaints related to Accounts checking and/or Customer transactions in the Application as a result of indications of suspicious transactions and/or questionable and indicated as violating the terms and conditions of the Application.

IV. Warranties

Nanovest does not warrant that:

- a. the use of Services and/or the App will be error-free or free from bugs or operating in combination with other hardware, software, system or data;
- b. the Services will meet Your needs or expectations;
- c. any data recorded and/or showed will be accurate or real-time or reliable;
- d. errors or defects in the App will be repaired; or
- e. the App or server(s) providing the App is free from virus or other malicious components.

Services provided to You are limited on an “as is” basis without any engineering. Disruptions, errors and/or delays in presenting data or information using any technology will very likely occur. You acknowledge and agree that all risks arising out of the use of Services by You will solely and fully be on You and You will not have any rights to claim any indemnification from Nanovest.

You hereby agree and warrant to:

1. Comply, agree and/or sign each DOCUMENTS that are required by Nanovest as governed under the applicable regulations.
2. Study information and recommendation provided by Nanovest to you as such information and recommendation may not always be completely available and require further verification.
3. Provide any required personal data from time to time in accordance with Nanovest policies for the purpose of KYC (Know Your Customer) processes on Customer Due Diligence.
4. Give approval to Nanovest to process and manage your personal data according to Nanovest's needs, either by an internal system managed by Nanovest or through a third party that cooperates with Nanovest in carrying out operational activities as a Crypto Asset Physical Trader while still referring to the provisions of the regulations regarding the protection of personal data in force in Indonesia.
5. Legally responsible for the validity of any personal information, residence documents, and other documents provided to Nanovest for the purpose of registering and verifying User Accounts on the Application.

V. Data Information Update

Changes or updates to the Customer's data and/or identity may be conducted through following mechanisms:

- a. Submitting an Application with desired changes or updates in writing with aims and purpose of the changes or updates to the data, by attaching the Customer's Name, email, telephone number, and identity card number, in this case the National Identity Card that was previously registered or can be self-conducted via Nanovest application by the User (if any);

- b. Nanovest will conduct the identification and re-verification process for requests of changes or updates. Data changes or updates will be made if Nanovest is successful in conducting and verifying requests from customers;
- c. If the verification process has been successfully carried out, Nanovest will then send a confirmation to the Customer's registered email; and
- d. Nanovest has the right to accept or reject requests for changes and/or updates to customer data without the obligation to provide explanations and/or information to customers if requests for data changes are rejected.

VI. Nanovest Liability

Nanovest uses technical and security methods that are proper and appropriate to maintain the security of the App and free from viruses and errors. However, notwithstanding the effectiveness of this technology, no security system is completely safe and unhackable. Therefore, Nanovest is unable to warrant the security of Nanovest database and Nanovest is also unable to warrant that the information You provide will not be disturbed/disrupted during the delivery to Nanovest.

This App may experience limitations, delays, discrepancies and other issues that may arise in using the internet and electronic communication devices, including but not limited to the device that You use is damaged, not connected, out of service area, deactivated or not functional. Nanovest is not liable for any failures of data storage, damages or losses resulting from such issues.

Nanovest will be responsible for processing and/or managing User's personal data including by ensuring that each vendor and/or third party that provides services to Nanovest to support Nanovest's operational activities always comply with the provisions of laws and regulations regarding personal data protection that apply in Indonesia.

VII. Indemnity

By using this App, You agree that You will defend, indemnify and release Nanovest as well as any officers, directors, commissioners, employees, lawyers and agents of Nanovest from and against any and all claims, costs, damages, losses, obligations and costs (including legal fees and costs) that arise out of or in connection with:

- a. the use of Services and/or the App by You;
- b. violation of or noncompliance of any of the Terms of Use or the applicable laws and regulations, whether stated here or otherwise; or
- c. the use and abuse of the App. This release and indemnification will survive the termination of this Terms of Use as well as the cease of using the App by You.

VIII. Licensing

Subject to Your compliance of the Terms of Use, Nanovest grants limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, revocable license to download and install a copy of the App in an independently operating device that You own or control and to implement the copy of the App solely for your non-commercial use.

You are not permitted to:

- a. copy, modify, adapt, translate, derive, distribute, license, sell, transfer, display on public, reproduce, transmit, assign, broadcast, outline or disassemble any part of or otherwise any method that may exploit the App, unless permitted in these Terms of Use ;
- b. grant license, sublicense, sell, resell, transfer, assign, distribute or commercially exploit or make available to a third party the App and/or software by creating an internet “link” to the App or “frame” or “mirror” of any software on other server or wireless or internet based devices;
- c. reengineer or access Nanovest software to:
 - i. develop competing products or services;
 - ii. develop products using ideas, features, functions or graphics similar to the App; or
 - iii. copy ideas, features, functions or graphics of the App.
- d. launch automatic program or scripts, including but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program that may create several requests per second, or to create heavy loads or restrict the operation and/or performance of the App;
- e. use robots, spiders, site searches/recovery apps, or manual or automatic wares to obtain, index, data mining, or otherwise to duplicate or avoid any navigation or presentation structures of the App or its contents;
- f. issue, distribute or duplicate in any way, any materials protected by copyrights, trademarks, or other proprietary information without prior approval from the owners;
- g. delete any copyrights, trademarks or other proprietary notices that are contained on the App. No licenses or rights granted to You by reference to intellectual property rights are owned or controlled by Nanovest or PG license grantor, unless for the licenses and rights expressly granted under these Terms of Use.

You will not:

- a. send spams or duplicative or unrequested messages that violate the applicable legal provisions;
- b. not deliver or store any materials that are violating, lewd, threatening, slandering or breaching the laws or sadistic, including but not limited to unsafe contents for children or those infringing third party rights;
- c. not send any materials containing software viruses, worms, trojan horses or other dangerous computer codes, documents/files, scripts, agents or programs;
- d. not disturb or disrupt the integrity or performance of the App or the data therein;
- e. not attempting to gain unauthorized access to the App or related system or the relevant network or try to log in to another user’s account irresponsibly to obtain anything in an unauthorized and contrary to any applicable provisions;

- f. not impersonate other person or entity or describe Yourself as an affiliate of a person or entity; and
- g. restrain Yourself from being involved with any actions that may damage Nanovest goodwill or deemed to damage Nanovest goodwill.

Nanovest is entitled to investigate, lock the user account, hold transactions and/or claim any violation of the above as long as permitted by the laws. Nanovest may engage and cooperate with legal enforcement agencies or other parties in conducting investigations and examinations as well as suing Users who violate these Terms of Use. You acknowledge that Nanovest has rights to monitor Your access to or use of the web Site or the App, to ensure compliance with these Terms of Use, or to observe the applicable laws or orders or requirements of the courts, administrative agencies, regulatory or other governmental agencies.

IX. Passing Away of a User

1. In the event that a User passes away (furthermore referred to as the "**Deceased**"), an heir or a person authorized to represent the Deceased must notify Nanovest concerning the legitimate heir who is appointed to replace the Deceased in controlling and/or owning any value contained in global stock transactions and/or crypto assets ("**Digital Assets**") in the Application, by submitting following documents:

a. Proof of Heir

- (i) Original Certificate made and executed by the Heir(s) and ratified by the Chairperson of Domestic Court; or
- (ii) Original Certificate of Origin containing the name of heirs of the Deceased, made by the heir(s) and witnessed by 2 (two) persons and ratified by the Chairperson of Village/Sub-District and District where the Deceased is domiciled at the time of his/her death; or
- (iii) For Muslims, Copy of Religious Court Ruling of the Deceased having been certified as a true copy by a notary; or
- (iv) Copy of District Court Judgement or Religious Court Judgement (in the event of disputes) having been certified as a true copy by a notary.

b. Proof of Death

- (i) Copy of Deed of Death Certificate having been certified as a true copy by a notary; or
- (ii) Copy of Certificate of Death (in the event that the Deceased passes away overseas) having been certified as a true copy by a notary; or
- (iii) Copy of Domestic Court Ruling having been certified as a true copy by a notary.

c. Proof of Identification of the Deceased and the Heir

- (i) A valid Identity Card (*Kartu Tanda Penduduk/KTP*); or

- (ii) A valid Driving License (*Surat Izin Mengemudi/SIM*); or
- (iii) A valid passport.

d. Original Certificate of the heirs that contain among others: (i) representation and warranties of the heirs that all documents delivered to Nanovest as set out above are true, accurate and not misleading; and (ii) warranties of the heirs to release and indemnify Nanovest of any and all actions, liabilities, proceedings, demands, lawsuits, claims, damages, responsibilities, fines, penalties, tax liabilities and/or other form of losses that are arising out of such inheritance, delivery of transactions products of the deceased to the heir, inheritance documents delivered by the heir to Nanovest and/or other related matters.

2. The abovementioned documents (if necessary) will also be delivered to the Vendors that are relevant with the transaction of the Deceased, specifically in the event that the Deceased was making Digital Assets transaction(s) on the App.

3. By delivering the documents of proof and/or certificates as mentioned under point 1 above, and at the sole discretion of Nanovest based on the proofs delivered to Nanovest as well as the belief of Nanovest (and its Vendors) that the heir is the person entitled to the digital assets of the Deceased, Nanovest will disburse the digital asset of the Deceased to such heir with the disbursement mechanism as determined by Nanovest.

X. Intellectual Property Related Matters

Nanovest, including the name and logo, the App and Services, is protected by copyrights, trademarks and other rights available under the laws of the Republic of Indonesia. Nanovest (and Nanovest license grantor, as applicable) exclusively owns all rights, ownerships and interests in and on the App, including but not limited to all related intellectual property rights.

Without prejudice to Nanovest rights under the applicable laws of the Terms of Use, You acknowledge that any attempt or actual violation of these terms will result in the termination of Your rights under the Terms of Use. If You evade from any of the methods undertaken by Nanovest to protect the services from unauthorized uses, You agree to and must immediately cease any and all use of the App.

XI. Termination

You are not obliged to use the App and may cease to use the same at any time by deleting your Account and permanently deleting the App from your Device, so as to deactivate the use of the App according to your wishes and needs. The Terms of Use will automatically terminate upon Your permanent deletion of the App on the device.

You may terminate or delete your account independently via the Nanovest application or you may deliver a written notification to Nanovest expressing your intention to terminate Your account. Nanovest will use its best efforts to complete the termination within 3 (three) business days.

Nanovest is entitled to suspend, limit or cease the Terms of Use and use of the App if Nanovest has reasons to suspect that You had violated the terms of these Terms of Use or the applicable laws and regulations.

Nanovest reserves the right to decline account deletion requests that do not comply with applicable statutory regulations and the terms and conditions.

XII. Information Security and Privacy Policy

Nanovest is always fully committed to protecting and prioritizing the confidentiality and security of your personal data, documents, information, and personal statements. Therefore, Nanovest will not collect, process, share, store and/or delete your personal data in a manner that is contrary to applicable law.

In connection with your use and/or access to the Nanovest Services, You understand and agree that You are bound by the Nanovest Privacy Policy available on the Application along with any changes that may be made at any time, as stated in these T&C as a reference. You understand that the Nanovest Privacy Policy is an integral part of these T&C.

XIII. Notifications

In the event that you have any questions or additional information (Notices) that you wish to convey to Nanovest, you may submit such information to the following addresses:

Email : care@nanovest.io
Address : Gedung Mayapada Tower 1 Lantai 20, Suite 03A, Jl. Jend. Sudirman Kav. 28, Kuningan Karet, Setiabudi, Jakarta Selatan, DKI Jakarta, Indonesia 12920

XIV. Miscellaneous

Waivers or tolerances or Nanovest failure to claim a violation of these Terms of Use or to exercise the rights expressed under these App Terms of Use or the applicable laws, will not be deemed to be a waiver of subsequent violations of any of the terms of these Terms of Use.

You may not assign or transfer Your rights hereunder, without prior written approval of Nanovest. Nanovest may transfer its rights hereunder to any party unilaterally and at its own discretion.

If there are any terms under these App Terms of Use that are deemed to be illegal, invalid or unenforceable, whether in whole or in parts, pursuant to the laws or regulations, such term or such part of the term will, to such extent, be deemed to be not a part of these Terms of Use, while the legality, validity and enforceability of the remaining Terms of Use will not be affected.

These Terms of Use are governed by and construed under the laws of the Republic of Indonesia. Any differences, disputes or controversies that arise out of the use of the App will be firstly settled amicably. Failing which, such differences, disputes or controversies will be settled at the District Court of South Jakarta.

These Terms of Use may be modified and amended from time to time. Nanovest will notify You via the App and/or email of any modification and/or amendment on the Terms of Use. Continuous use of the App upon receipt of such notice constitutes Your approval and acceptance of the modification and/or amendment.

These T&C, Terms of Use and any attachments, and other additional policies (whether referred to here or contained in the Application), must be read together and constitute an integral and inseparable part of these T&C.

These T&C, Terms of Use and any information and provisions contained in this document are prepared in Indonesian and English, where both versions will bind you and Nanovest. In the event of any inconsistency between the Indonesian and English versions, the Indonesian version will apply.

Digital Asset Transfer Features

These Digital Asset Transfer Features terms and conditions (“**Digital Asset Transfer Features Terms and Conditions**”) applies and binds PT Tumbuh Bersama Nano (“**Nanovest**”), as the manager of Nanovest Application (“**App**”), and the user of App that is registered and verified by Nanovest (hereinafter referred to as the “**User**”), in connection with the use of the App by the User relating to the use of Transfer Features, via any gadget where the App is available and may be used. The User (in general) must read, understand as well as approve the entire content of these Transfer Features Terms and Conditions prior to the use of Transfer Features on the App.

“**Digital Asset Transfer Features**” in the Terms and Conditions of this Digital Asset Transfer Feature herein means an digital asset transfer option that may be used by the User in utilizing the features of the App.

Wallet in the Terms and Conditions of this Transfer Feature herein means balance over digital assets that are deposited by the User into the account that are reserved for such purpose that may be utilized by the User (in accordance with the instructions granted by the User to Nanovest) for the features available on the App from time to time, including for transaction on App. The Wallet available in the Application are divided into 2 (two) parts, namely the Nanovest Cash Wallet which contains fiat (IDR) which is used to buy other digital assets besides crypto assets and the Crypto Cash Wallet which contains fiat (IDR) which is used to buy crypto assets.

Payment Gateway in the Terms and Conditions of this Transfer Feature herein means an online transaction system (provided by parties who have permission from the relevant regulator and have collaborated with Nanovest) that authorizes digital asset transfer processes between channels, whether using credit cards, bank transfers, and or other direct payment methods such as direct debit, e-banking dan dompet elektronik (“**E-wallet**”), that may be utilized by the User (in accordance with the instructions granted by the User to Nanovest) for the features available on the App from time to time, including for transaction purposes.

These Transfer Features Terms and Conditions are an integral part of Nanovest Terms and Conditions.

1. GENERAL

In relation to the Wallet, the User is provided with facilities to utilize several features with the following scope:

- (a) top up, that may be utilized by the User via a bank, E-wallet, or other financial applications of the User that are available on the App;
- (b) withdrawal from conversion over User's digital assets, that may be performed from the App to a bank designated by the User;
- (c) utilization of balance in the Wallet for features available on the App from time to time, including for transaction purposes; and
- (d) transfer of digital assets between the Users.

(“**Services**”).

In providing the abovementioned Services, in relation to the Payment Gateway, Nanovest **is** not a provider of this payment gateway, but only serves as an intermediary of information to connect the Users with the licensed financial services provider as the Vendor that may provide Payment Gateway facilities to the User via the App (“**Financial Services Provider**”).

For a more complete description on the scheme and method on the utilization of Services, the User to please read and study section 6 concerning Transaction in these Transfer Features Terms and Conditions.

2. RISKS

Services Risks

Risks on the utilization of Services are the money transaction may be delayed, or even failure on delivery due to one or more reasons, whether due to technical reasons as well as compliance with the laws, so that it results in the failure of transaction. In relation thereto, the User is advised not to store any money on the App long term, and the User must understand as well as study the entire App Terms and Conditions and consider all existing risks.

App Risks

Nanovest will use technical and security methods that are good, proper, and appropriate to maintain the security of the App and free from viruses and errors. However, notwithstanding the effectiveness of this technology, no security system is completely safe and unhackable. Therefore, Nanovest is unable to warrant the complete security of Nanovest database and Nanovest is also unable to warrant that the information You provide will not be disturbed/disrupted during the delivery to Nanovest.

When the User consummate a transaction via any applications, including via the App, there will always be a risk of transaction failure and/or monetary loss due to:

- (a) failures and damages on the computer, handphone or other gadgets that you use (including the battery);
- (b) unstable internet connection, that result in the User unable to connect with the App or the User may be connected while such unstable connections result in delays that carry a risk in the placement and activity of your transaction;
- (c) hacking performed by other parties, whether direct hacking on the App, hacking of the software, as well as malicious links that enable the hackers to gain or use access to information and/or asset of the User;
- (d) incompatible device with, or does not meet with the App system specification, including due to errors in settings or operating system of your gadget does not with the requirements;
- (e) system failures on the App, including failures of systems provided or operated by a Vendor (including Vendor providing Payment Gateway facilities), or failures on the hardwares and softwares on the gadget that the User use; and
- (f) User noncompliance of these Transfer Features Terms and Conditions that may result in suspension or blocking of the User Account.

By opening an account and registering with the App, the User is deemed to approve and acknowledge that the User has read and understood the potential risks.

3. COLLECTION AND PROTECTION OF USER DATA

In conducting its business activities and in improving services on the App, Nanovest will also request for and collect data, as well as transfer User data if there is a legal obligation to disclose data to the government agencies as well as to the party in cooperation with Nanovest ("Vendor") to enable the User to undertake activities as well as transactions on the App. Please beware that to protect User data and to comply with the applicable laws, Nanovest will only provide data to Vendors upon approval from the User.

Data Collection

User Data are collected by Nanovest in several ways, namely:

- (a) through forms or applications by a potential user. Data collected at this stage are personal identities of the potential user such as Citizenship Registration Number (NIK) for Indonesian citizens, Passport number and Permanent Stay Permit/Limited Stay Permit Card for foreigners, User's name according to Identity Card (KTP)/Passport, place and date of birth according to Identity Card (KTP)/Passport, residential address, occupation, employment location address, annual income, estimated net worth, as well as valid HP number and email address;
- (b) certain banking data (according to Nanovest's terms) that are provided by the User when the User intends to withdraw money;
- (c) transaction activities data, search activities data on the App, news reading activities, and other activities conducted by the User on the App;
- (d) biometrics data provided by the user, which consists of facial features and other body parts uploaded by the User on the App;
- (e) location data delivered by the system when reading App usages at a certain location or area;
- (f) technical data obtained when the User is using the App. Such technical data include Internet Protocol (IP) address, website information, duration of App usages or website visits, gadget when using the internet, advertisements, and other relevant matters;
- (g) interaction data with our customer service;
- (h) other data collection mechanism performed by Nanovest (including via the App); and
- (i) other sources in cooperation with Nanovest.

Before a User can use the App and services provided by Nanovest, the User will be requested to approve this Privacy Policy (including on the collection of personal data as mentioned above) beforehand. In particular, for personal data collection via local data access and system data that are in the User gadget, Nanovest will request prior approval before having such access, including access to photos, voices, cameras, and other features of gadgets used by the User.

Completeness of User data will be useful for the App to provide great impressions and experiences to the User in using the App. Nanovest is also of the view that protection of personal information is a very important requirement as required under the applicable laws and regulations. Nanovest, with its best efforts, will maintain, protect and use User data with rigorous and appropriate control procedures.

4. USER REPRESENTATIONS

The User hereby authorizes Nanovest to act for and act as a party fully authorized by the User, based on any order, instruction and communication provided by the User to Nanovest via the App or other media made available by Nanovest, without the requirement for Nanovest to further investigate on the authenticity, authority or identity of the person providing or intending to provide such instruction and without reference to the circumstances at the time. All orders, instructions and communications provided by the User to Nanovest via the App will be deemed to be a direct order, instruction and communication of the User, as such the User is obligated to protect the User data access on the App from other parties. The User hereby agrees to be fully liable to Nanovest and release Nanovest of any agreements, charges, or other liabilities created or incurred on behalf of the User in connection with the use of the App by the User.

5. COOPERATION WITH FINANCIAL SERVICE PROVIDERS

In implementing the Wallet, exclusively for Nanovest Cash Wallet service Nanovest cooperates with PT Sinar Digital Terdepan ("**Xendit**") as Payment Gateway services provider that provide payment infrastructure on the App, PT Brick Teknologi Indonesia ("**Brick**") as well as PT Bank Sinarmas Tbk ("**Bank Sinarmas**") as the service provider to support withdrawal processes or User Wallet that originates from the App to a bank account, e-wallet, or other financial applications that are available on the Aplikasi, and registered under the name of the User.

Xendit is a Payment Gateway service provider that has a permit from Bank Indonesia. Brick is a company that also has a permit from Bank Indonesia to provide money transfer services. Also, Bank Sinarmas is a banking institution that has a permit from Bank Indonesia to provide money transfer services.

Nanovest, Xendit, and Brick are separate legal entities and perform their own respective business activities. Nanovest is not liable over any legal actions undertaken by Xendit and/or Brick with the Users. In addition to the entities mentioned above, Nanovest also always reviews other collaborations with other third parties as implemented in service updates on the App from time to time.

Meanwhile, the Crypto Cash Wallet will always be supervised and monitored by PT Kliring Komoditi Indonesia (KKI) for every fiat transaction carried out by the User to then be recorded in accordance with applicable laws and regulations, where all User fiat will be stored in the KKI account as required by applicable laws and regulations.

6. TRANSACTION

Wallet Deposit/Top-up Services

These Services may be used via channels provided by Nanovest and/or Financial Services Provider, including via channels on certain banks or other financial applications providers that are available on the App. These Services is a service performed through a system owned by Xendit or other financial service providers that have collaborated with KKI, on behalf of and upon the instruction of the User in accordance with the procedures stipulated Nanovest, to transfer an amount of money from an account to a

designated account via application programming interface (API). Upon such transfer of money, Wallet on the User App will automatically be credited in the amount requested by the User. All instructions and approvals made by the User and received by the API system in relation to the top up will be deemed final and irrevocable. The App, with reasonable and best efforts, will always provide notices on successes and failures in using Wallet Top Up Services.

In providing these Wallet Top Up Services, Nanovest does not have any daily limit, where the limitations are on every Top-Up via E-wallet in the amount of IDR10,000,000,- (ten million Rupiah). Nanovest also does not have any exemptions if the Top-Up is performed using a Virtual Account. Users may top-up with their own intended wallets. However, limitations may be imposed by other parties such as banks that impose limitations on daily transfer amount, or other limitations of the Financial Services Provider, or other applications connected to Nanovest. Please read Xendit terms and conditions via this link <https://www.xendit.co/en/terms-and-conditions/>.

In addition, please note that there are matters that will affect the successful implementation of these services. Please read and study section 2 concerning Risks in these Payment Features Terms and Conditions.

Withdrawal / Cash out services

These Services may be used via channels provided by Nanovest and/or Financial Services Provider, including via channels on certain banks or other financial applications providers that are available on the App. For withdrawal services for balances from the Nanovest Cash Wallet, then the service will be performed through a system owned by Brick or Sinarmas Bank or other provided withdrawal channel, on behalf of and upon the instruction of the User in accordance with the procedures stipulated by Brick or Sinarmas Bank or other provided withdrawal channel and/or Nanovest, to transfer an amount of money from an account to the User account that is registered under the name of the User and having been verified by Nanovest, via application programming interface (API). In particular, for fiat withdrawal services from the Crypto Cash Wallet, the service will be performed through a system owned by Xendit or other provided withdrawal channel, on behalf of and upon the instruction of the User in accordance with the procedures set by Xendit other provided withdrawal channel and/or Nanovest to send an amount of money to the User's account that has been verified by Nanovest.

For each withdrawal request as referred to in this section, Nanovest must (i) analyze whether such withdrawal request (including the withdrawal amount) is categorized as a suspicious transaction and/or (ii) ensure that the User Account is not limited, restricted, or temporarily suspended. In the event that the User Account meets the criteria of point (i) or (ii), Nanovest is entitled to reject, invalidate or delay the withdrawal request submitted by the User. Furthermore, in the event that a withdrawal account is registered with different name than the User's name, Nanovest is entitled to request for proof of relationship between the User and the owner of the registered withdrawal account or other documents as may be required from Nanovest from time to time and in relation thereto, Nanovest, in its own discretion, may reasonably determine whether such withdrawal may be made.

Upon such transfer of balance, the wallet on the User App will automatically be debited in the amount requested by the User. All instructions and approvals made by the User and received by the API system in relation to the withdrawal will be deemed final and irrevocable. The App, with reasonable and best efforts, will always provide notices on successes and failures in using Wallet Withdrawal Services.

In providing these Wallet Withdrawal Services, Nanovest provides a limit for each withdrawal in the amount of IDR100,000,000 (one hundred million rupiah) as well as

daily withdrawal limit of IDR250,000,000 (two hundred fifty million rupiah). For any withdrawal of more than IDR250,000,000 (two hundred fifty million Rupiah) per day, Nanovest will perform additional inspections by manual method on the User. In addition, limitations may be imposed by other parties such as banks or Financial Services Providers, or other applications connected to Nanovest. Please read Brick terms and conditions via this link <https://www.onebrick.io/legal>.

Please note that there are matters that will affect the successful implementation of these services. Please read and study section 2 concerning Risks in these Transfer Features Terms and Conditions.

Transfer of Asset Services Between Users

These Services may be used via channels provided by Nanovest on the App. When a User gives an instruction to transfer an amount of digital asset ("**Transferred Digital Asset**") to another user ("**Transfer Recipient**"), the User actually gives the instructions to transfer the Transferred Digital Asset from the User Wallet to an account owned and operated by Nanovest. In the implementation of the Digital Asset Transfer Service Between Users, there may be a Minting and/or Burning mechanism carried out by Nanovest if the transaction involves Rupiah as the source or destination currency. Minting is the process of creating or minting new tokens on the blockchain. In the context of crypto assets or digital tokens, minting means creating new coins or tokens and adding them to circulation. On the other hand, Burning is the process of destroying or permanently removing tokens from circulation.

In the context of Transfer of Asset Services Between Users, the Minting mechanism will be needed when there is a process of converting fiat (IDR) currency into crypto assets or tokens to be used in the Digital Asset Delivery process between Users. Burning in this context will be needed when there is a process of converting crypto assets or tokens into fiat (IDR) currency which is carried out after the User receives the Digital Asset Delivery from another User.

All instructions and approvals made by the User and received by the API system in relation to transfers between Users will be deemed final and irrevocable, unless Nanovest detects that there are indications or allegations of suspicious transactions that are related to the transfer of digital assets between these Users. Nanovest will also ensure that the sender and recipient Accounts are not being limited, restricted or temporarily suspended. In relation to such exceptions, Nanovest is entitled to reject, invalidate or delay the delivery processes submitted by the User. Nanovest, with reasonable and best efforts, will always provide notices on successes and failures in using Digital Asset Transfer Services Between Users.

In providing these Balance Transfer Services Between Users, Nanovest has a limitation of maximum of IDR50,000,000 (fifty million IDR) per transaction provided that the wallet requested by the User is compatible with the wallet owned by the User on the App. Meanwhile, for the Digital Asset Delivery Service between Nanovest Cash Wallets to Crypto Cash Wallets (vice versa) with the same Username, no maximum limit provisions will be applied because it will be viewed as the same Username. Please note that there are matters that will affect the successful implementation of these services and Nanovest is entitled to supervise, limit and/or invalidate any such Digital Asset Transfer Services Between Users. Please read and study section 2 concerning Risks in these Transfer Features Terms and Conditions.

You need to know that Nanovest in providing Digital Asset Transfer Services between Users here is not intended to carry out and/or facilitate transactions or money transfer activities as intended by the provisions of applicable laws and regulations. The Digital

Asset Delivery service between Users provided by Nanovest is only limited to the digital asset delivery service in the form of IDDR (crypto asset) to fellow users within the scope of the Nanovest application.

Authentication

In maintaining the security of the User App, the User must register 4 (four) numbers as Personal Identification Number (PIN) code and biometric scans of parts of the User's body (on the face and/or finger), that will be used as an authentication tool in using the Services.

Rejection, Cancellation or Suspension of Transactions

- (a) Nanovest, without the User's approval, is entitled to reject, cancel or suspend a transaction if Nanovest, in its opinion, suspects that such transaction is intended for a purpose that violates the applicable laws and regulations in Indonesia or generally applicable international laws ("Law").
- (b) The User acknowledges and agrees that Nanovest is entitled to reject processing any transactions to the extent permitted by the Laws.
- (c) Nanovest is fully authorized to monitor Users in order to prevent all types of crime, including locking the user account in the event that Nanovest indicates suspicious transactions on the User's account after the transaction is carried out by the User. At this stage Nanovest will inform Users of reasons for locking and conduct further analysis via email and/or other notifications, where the User is obliged to follow every applicable procedure in Nanovest in accordance with the applicable laws and regulations.
- (d) The User acknowledges that Nanovest is subject to the laws and regulations applicable in Indonesia and/or any laws and regulations outside of Indonesia that must be observed by Nanovest in providing service in the App. The User hereby agrees to provide all information, including but not limited to name, age, address, income, net worth, debts and other information to Nanovest, to the extent permitted by laws.
- (e) In the event of a suspicious transaction made on the Nanovest platform, Nanovest is fully authorized to block such User activity as well as to deactivate the User account on Nanovest platform for further investigations.
- (f) Nanovest must inform or notify any rejection, invalidation, or delay of transactions to the relevant Users with the underlying reasons. In the event that Nanovest deems that such rejection, invalidation or delay must be immediately conducted, such information/notice to the User must be made as soon as the rejection, invalidation or delay is performed by Nanovest.

Corrections

Corrections must be made by Nanovest, in the event that based on Nanovest records, there are errors on the transaction, Nanovest may correct the User App wallet. Nanovest will not make any corrections on the User App wallet without any evidence or strong basis that there are errors on the transaction. Users may request any corrections to Nanovest via available channels. All corrections will be communicated to the Users, where Nanovest may restrict the usage of App or conduct maintenance to conduct investigation and further checking, which Nanovest will review and decide on a case-by-case basis.

For the purpose of corrections as mentioned above, the User hereby grants an irrevocable power of attorney to Nanovest to debit and/or credit the User Wallet. Such power of attorney will remain valid and will not terminate due to any reasons whatsoever including due to any reasons as governed under Article 1813, 1814, and 1816 of the Indonesian Civil Code, unless the User closes Your account.

Nanovest Limitation of Liability

The User acknowledges and agrees that Nanovest and each Vendor, including the App Financial Services Provider, is not responsible and is not liable for any losses that the User incurs in any excess payments and transfers, errors in payments and transfers due to incorrect information on the registered account name and number, as well as refund of any matters as well as any invalid payments that are caused by the User.

7. TRANSACTION COMMISSION

The User acknowledges and agrees that on any transactions made via the App, Nanovest is entitled to collect commissions on the User transaction that will be displayed prior to the User conducting or completing the transaction, in the amount as determined by Nanovest from time to time. In addition to commissions charged by Nanovest, the User will also be charged with commissions by the User's bank or Vendor as per the terms of their commissions. The App will not process the transaction if the User does not agree on the commissions charged on such transaction.

8. TRANSACTION SECURITY

Nanovest has implemented a network and security measures as an information security network against unauthorized access in the use, change and/or disclosure of Nanovest accounts, with security standards that are in accordance with applicable regulations.

All information related to the confidentiality and security of the submitted User's personal data must be based on the User's awareness so that it can be implemented effectively. There are several things that require an active role from the User as the owner of the Nanovest account, following are several tips to protect the Users:

a. Reasons why Account can be hacked

There are multiple reasons for the User's Nanovest Account to be accessed by unauthorized parties:

1. Access and log in to an application that resembles the official Nanovest Application or is called Phishing;
2. Password combinations are too easy to predict, for example names, dates of birth, sequential numbers and telephone numbers;
3. Using an unofficial application (non-official) from Nanovest;
4. Using the same email and password between applications;
5. Store email data and passwords in cloud/online drive applications;
6. Malware that infects the User's device, for example Keylogger or Virus.

b. Indication of a User's Nanovest Account in an unsafe condition

There are several indicators if a Customer Account is being hacked:

1. There is suspicious (unknown and unreasonable) financial transaction activity and Crypto Asset in the User's transaction history; and
2. Changes to data on accounts such as email and telephone numbers without the User's knowledge.

c. What to do if Your Account has been hacked:

1. Immediately change the password with a minimum of 8 characters, alphanumeric, and a combination of upper and lower case letters;
2. Delete all active APIs in User Accounts; and
3. Immediately contact the Nanovest Customer Service Team via email (care@nanovest.io) with the chronology.

9. SUPERVISION

Nanovest may and will always supervise and investigate any transactions made by the User. In the event that the User violates the Payment Features Terms and Conditions as well as other terms set forth by Nanovest, we will record such action as a violation and we may impose sanctions on the offender.

In addition, in supporting the Anti Money Laundering and Counter Terrorism Financing (“**AML-CFT**”) program and other related regulations ordered by the government, Nanovest by all means will monitor and comply with the applicable laws and regulations in accordance with the applicable laws and regulations, Nanovest is categorized as a Reporter under the regulations, and obligated by the government to report any suspicious transactions made by the Users as governed under the laws and regulations.

In the event that the User is proven to conduct a suspicious transaction which violates the applicable laws and regulations, the User hereby authorizes Nanovest to debit the User assets to indemnify Nanovest of any losses incurred by Nanovest as a result of such transaction, without prejudice to the rights to claim indemnifications on all losses incurred as a result of such transaction and the User hereby agrees that the User is not obligated to refund any monies which credits are suspended by the User or monies that are blocked prior to verification processes.

10. MAINTENANCE

To maintain and improve the quality of Services, Nanovest will always update and maintain the App (“**Maintenance**”). Maintenance may be performed by Nanovest periodically or on an ad hoc basis. Periodical Maintenance will be performed 1 (one) time per month, and Nanovest is obligated to notify the Maintenance schedule to the User at least 2 days (48 hours) in advance prior to the commencement of the periodical Maintenance.

In the event of unavoidable circumstances that require Nanovest to perform Maintenances, Nanovest must notify the User immediately with the reasons of such sudden Maintenances. In its notice, Nanovest is obligated to remind that during the Maintenances, no User activities that will be processed by the system.

In the event that Nanovest has complied with the appropriate notification procedures concerning the Maintenances to the User, Nanovest may not be claimed for any failed transactions that are made during the Maintenances.

Maintenances do not include any maintenance on Xendit and Brick systems that will also affect the provision of Services.

11. FORCE MAJEURE

Force Majeure means any events outside of the control and capability of Nanovest that affects the implementation of services that are provided by Nanovest (including via the App) to the User in relation the Payment Features, among others including but not limited to:

- (a) Earthquakes, hurricanes, floods, landslides, volcanic eruptions and other natural disasters;
- (b) War, demonstrations, riots, terrorism, sabotages, embargoes, and mass strikes; and
- (c) Economic and government policies that has direct effects.

Provided that Nanovest has performed all of its obligations in accordance with the applicable laws and regulations in relation to the occurrence of such Force Majeure, Nanovest will not provide any indemnities and/or accountabilities in any form to the User or other party of any risks, liabilities and claims that may arise in connection with any delays as well as non-fulfilment of obligations due to a Force Majeure.

12. DISPUTE RESOLUTION

In the event of disputes between Nanovest with the User, the dispute settlement will be subject to the court jurisdiction in Indonesia, to the extent that the parties agree not to select other jurisdictions. All agreements between the User and Nanovest will be construed in accordance with the laws and regulations in Indonesia.

13. PASSING AWAY OF THE USER

In the event that the User passes away, Nanovest is entitled to request a valid copy of the death certificate, inheritance statements, wills, and other documents that Nanovest, in its opinion, deems necessary to know the entitled party to receive the User's inheritances.

14. NANOVEST CEASE OF OPERATION

In the event that any certain circumstances result in the App and/or Nanovest to cease and stop operating, Nanovest will take any goodwill and reasonable actions to return the assets owned by the User. Such return of assets will be made by Nanovest by withdrawing assets and/or monies owned by the User on the App, that will be transferred to the User account that is registered on the App.

Nanovest will inform all Users if such events occur. Nanovest will announce that Nano will cease operation of the App at the minimum 30 days ("Closing Period"). During the Closing Period, Nanovest will:

1. Cease and/or stop processing all transactions requested by the User;

2. Request the User to ensure if the account registered on the App for withdrawal purposes conforms with an account owned by the User. If the User has not registered any User account for withdrawals, the User must register such an account. If the User intends to change the withdrawal account, the User may contact Nanovest customer service. Withdrawal account must be under the name of the User. In the event that a withdrawal account is registered with a different name than the User name, Nanovest is entitled to request for proof of relationship between the User and the owner of the registered withdrawal account. The User understands that Nanovest is not liable over any of its losses in relation to the difference in names of the User account for withdrawal purposes;
3. Withdraw User Crypto Assets in a certain period of time, and transfer the User monies to the account under the name of the User that is registered on the app.

These Transfer Features Terms and Conditions may be modified and amended from time to time. Nanovest will notify the User via the App and/or email of any modification and/or amendment on the Transfer Features Terms and Conditions. Continuous use of the App by a User upon receipt of such notice constitutes the User's approval and acceptance on the modification and/or amendment of the Transfer Features Terms and Conditions.

Global Stocks Transactions

These Global Stocks Transaction Terms and conditions ("Global Stocks Transaction Terms and Conditions") apply and bind PT Tumbuh Bersama Nano ("Nanovest"), as the manager of Nanovest Application ("App"), and the user of App that is registered and verified by Nanovest (hereinafter referred to as the "User"), in connection with the use of the App by the User relating to Global Stocks transactions functions, via any gadget where the App is available and may be used. The User must read, understand as well as approve the entire content of these Global Stocks Transactions Terms and Conditions prior to the use of Global Stocks Transactions Functions on the App.

Global Stocks" herein means stocks of companies that are listed in an American stock exchange, including derivative products connected with such Stocks, such as Exchange Traded Fund (ETF) that are available on an American stock exchange, including New York Stock Exchange ("NYSE").

Global Stocks Investment" herein means transactions of Global Stocks, as well as its derivatives that are performed by the User by utilizing features made available by Nanovest via the App.

These Global Stocks Transactions Terms and Conditions are an integral part of Nanovest Terms and Conditions.

1. GENERAL

In relation to the Global Stocks transactions services, The App is **not** a place for buying and selling or acting as a market, but only as an information intermediary to connect Users with local futures broker and stock brokers who collaborate with Nanovest ("Broker"), where the Broker is the party or authorized and licensed entity that will provide sale and purchase facilities in relation to the Stocks investment of the User. It shows that the App is a supporting facility to assist the Users in submitting transaction orders to the Broker to be transacted through the systems that are managed by the Broker. All forms of transactions, whether purchase, sale, payment, withdrawal, receipt of dividends, and others in connection with Global Stocks transactions are performed by the Broker with the assistance of the App as a place that we provide in the context of intermediary information.

With reference to the above, Nanovest reiterates that Nanovest is not and will not act as a broker or dealer on the Global Stocks transactions performed by the User via the App.

The Global Stocks transaction feature available in the App falls under the Customer Delivery System to Foreign Exchange (**PALN**) regulation and is not a public offering as defined and governed under Law No. 8 of 1995 on the Capital Markets and its implementing regulations. In consideration of Global Stocks transactions currently available in the App are performed in the United States of America via the Broker's systems that are connected with the App, the laws and regulations in the United States of America apply on such Global Stocks transactions. All Global Stock Transactions / PALN will be facilitated by PT Nano Megang Futures ("Nano Futures") a futures brokerage company and will always be supervised by the Financial Services Authority and Bappebti in accordance with applicable provisions.

Nanovest does not provide any advice to make any recommendation on any transactions, investment product, tax, or other matters related thereto including providing value projections on a share in the future. Nanovest will only provide various

information and actual news on the development of stocks values and news on investment and finances as well as the latest economy.

For a more complete description on the scheme and method on transactions, we suggest Users to read and study section 8 concerning Registration and Transaction in these Global Stocks transactions Terms and Conditions.

2. RISKS

Transaction Risks

All financial products in any form will carry risks and will have their own uncertainties. Stock is one of investment products with high volatility rates and risks. Stock prices fluctuate greatly, unpredictable, and may significantly change from time to time. The amount of losses as well as profits that the User will earn will differ from one User to another, which will depend on many factors including but not limited to market behavior, market change, transaction value, local or global news, etc. Knowledge and wisdom of a User is required in Stocks transactions.

As the Users may lose the money and/or profit that they transact via the App, the Users are advised to use their funds prudently and are not advised to transact your money if you are not ready to accept the risks of losses in the event of stock price drops. If needed, Users may request the assistance of your personal investment and financial advisor prior to undertaking a transaction on the App to obtain appropriate advice in selecting the available Stocks. The Users (in general) must read all of these Global Stocks Transactions Terms and Conditions and must understand all risks that may occur in the future prior to using the App.

App Risks

Nanovest will use technical and security methods that are good, proper, and appropriate to maintain the security of the App and free from viruses and errors. However, notwithstanding the effectiveness of this technology, no security system is completely safe and unhackable. Therefore, Nanovest is unable to warrant the complete security of Nanovest database and Nanovest is also unable to warrant that the information You provide will not be disturbed/disrupted during the delivery to Nanovest.

When the User conducts a transaction via any applications, including via the App, there will always be a risk of transaction failure and/or loss of monies due to:

- a. failures and damages on the computer, handphone or other gadgets that you use (including the battery);
- b. unstable internet connection, that result in the User unable to connect with the App or the User may be connected while such unstable connections result in delays that carry a risk in the placement and activity of your transactions;
- c. hacking performed by other parties, whether direct hacking on the App, software hacking, as well as malicious links that enable the hackers to gain or use access to information and/or asset of the User;
- d. incompatible device with, or does not meet with the App system specification, including due to errors in settings or operating system of your gadget does not with the requirements;
- e. system failures on the App, or failures on the hardware and software on the gadget that the User use; and

f. User noncompliance of these Global Stocks Transactions Terms and Conditions that may result in suspension or blocking of the User Account.

By opening an account on the App and registering for stocks transactions, the User is deemed to approve and acknowledge that the User has read and understood the potential risks.

Correction

Correction must be made by Nanovest in the event that based on Nanovest records, there are errors on the transaction, in the form of abnormal Global Stocks prices or purchasing calculation or other matters that are incompatible with real-time global market conditions. In such events, Nanovest may make corrections to the value, amount and/or prices of global stocks owned by Users that refer to global stock prices. Nanovest will not conduct correction to value, amount and/or prices of global stock owned by Users without proof or solid basis of error in transaction. Users may deliver correction requests via provided communication channels. All forms of correction will be communicated to Users, where Nanovest may restrict App usage or conduct maintenance to conduct further investigation and checking, and for that Nanovest will review and decide on a case-by-case basis.

Such corrections must be done by Nanovest, both for the interests of Users or Nanovest. For the purpose of corrections as mentioned above, User hereby grants an irrevocable power of attorney to Nanovest to debit and/or credit the User Nanovest Cash Wallet. Such power of attorney will remain valid and will not terminate due to any reasons whatsoever including due to any reasons as governed under Article 1813, 1814, and 1816 of the Indonesian Civil Code, unless the User closes the account.

Nanovest Limitation of Liability

Tradings may be ceased at any time by the authority without prior notice to the User. On open position that may be held by a User upon a cease of transaction, it will be settled (liquidated) pursuant to the laws or regulations issued by such authority/ Nanovest is not liable for all losses as well as costs as a result of the cessation of transactions by the trading authorities and such losses will be fully borne by, and be the liability of the User.

In addition, Nanovest may also suspend the use of the App at any time by providing a notice, before or after such suspension by Nanovest, to the User. Nanovest will only suspend the use of the App in the event that Nanovest detects and/or finds that there are indications of improper usage, suspicious transactions undertaken by the User, and/or transaction anomaly in the App. User hereby acknowledges that Nanovest will unilaterally suspend any transactions that are undertaken in the relevant User Account. Upon such suspension of transactions and/or trades, Nanovest will not be liable for any losses incurred by the User in any way.

3. COLLECTION AND PROTECTION OF USER DATA

In conducting its business activities and in improving services on the App, Nanovest will request and collect data, as well as transfer User data to the government agencies if there is a legal obligation to disclose data, as well as to the party in cooperation with Nanovest (“**Vendor**”) to enable the User to undertake transaction activities on the App. Please beware that to protect User data and to comply with the applicable laws, Nanovest will only provide data to Vendors upon approval from the User.

Data Collection

User Data are collected by Nanovest in several ways as follow:

- a. through forms or applications by a potential user. Data collected at this stage are personal identities of the potential user such as Citizenship Registration Number (NIK), name according to Identity Card (KTP), place and date of birth according to KTP, residential address, occupation, occupation address, annual income, estimated net worth, as well as valid HP number and email address;
- b. certain banking data that are provided by the User when the User intends to withdraw money;
- c. transaction activities data, search activities data on the App, news reading activities, and other activities conducted by the User on the App;
- d. biometrics data provided by the user, being data consisting of facial features and other body parts uploaded by the User on the App;
- e. location data delivered by the system when reading App usages at a certain location or area;
- f. technical data obtained when the User is using the App. Such technical data include Internet Protocol (IP) address, website information, duration of App usages or website visits, gadget identity when using the internet, advertisements, and other relevant matters;
- g. interaction data with our customer service;
- h. other data collection mechanism performed by Nanovest (including via the App);
- i. other sources in cooperation with Nanovest.

Before a User may use the App and services provided by Nanovest, the User will be requested to approve these Global Stocks Transactions Terms and Conditions (including on the collection of personal data as mentioned above). Specifically on personal data collection via local data access and system data that are in the User gadget, Nanovest shall request prior approval before having access to the same, including access to photos, voices, cameras, and other features of gadgets used by the User.

Completeness of User data will be useful for the App to present great impressions and experiences to the User in using the App. Nanovest is also of the view that protection of personal information is a very important requirement as required under the applicable laws and regulations. Nanovest, with its best efforts, will maintain, protect and use User data with tight and appropriate control procedures.

4. USER REPRESENTATIONS

The User hereby authorizes Nanovest to act for and act as a party fully authorized by the User, based on any order, instruction and communication provided by the User to Nano via the App or other media made available by Nano, without the requirement for Nanovest to further investigate on the authenticity, authority or identity of the person providing or intending to provide such instruction and without reference to the circumstances at the time. All orders, instructions and communications provided by the User to Nano via the App will be deemed to be a direct order, instruction and communication of the User, as the User is obligated to protect the User data access on the App from other parties. The User hereby agrees to be fully liable to Nanovest and

release Nanovest of any agreements, charges, or other liabilities created or incurred on behalf of the User in connection with the use of the App by the User.

5. NEWS FEATURE

Special and unique features available on the App are news portals and information searches concerning the development of Global Stocks. News and information content presented on the App is very diverse, covering headlines, news, graphics, charts, links, newsletters or information from the writer or news provider. With many selections of news, there is a possibility where the available news or information seems to be recommending the purchase of certain stocks. In relation thereto, please note that Nanovest and the App has not and will not provide any recommendation on stocks, offering stocks to be purchased, or providing fake news or information that support Users to purchase a stock. Such news and information are made available only to ease references for the Users in relation to the latest news that may be relevant in considering Global Stocks Transactions of the Users. Nanovest is not liable in the event of any loss on a purchase of Stocks by a User that is undertaken based on the news and information that are available on the App.

6. GLOBAL STOCKS DATA

Global Stocks Data in the form of charts, graphics, and displayed on the App are real time data extracted from trusted sources such as NYSE, National Association of Securities Dealers Automated Quotations (NASDAQ) and Investors Exchange (IEX). Data information provided by Nanovest is not always complete and needs to be verified. Nanovest is unable to guarantee that the data displayed on the App will always be accurate, correct and up-to-date while we will strive to provide our best efforts to ensure that any data displayed is consistent with the actual events. Displayed data are solely owned by the Vendors. In the event of inconsistencies between data displayed on the App with the actual data, and such inconsistent displayed data result in any loss incurred by a User, Nanovest is not liable over the display of such data and also not liable over Users' losses.

Users are not permitted to redistribute Global Stocks data that we provide on the App to other parties, whether by redistributing or intended for commercial purposes or other purposes.

7. COOPERATION WITH BROKERS

In conducting stock transactions features on the App, as described under the general section, Nanovest cooperates with Nano Futures and Broker that will provide services to the Users to undertake Global Stocks/PLAN transactions via the App. In relation thereto, Users will also be bound in an agreement with Nano Futures and the Broker, and therefore User will also be registered as user on Nano Futures and the Broker.

Nanovest, Nano Futures and Broker are separate and independent legal entities that are not affiliated as well as performing their respective business activities. Nanovest is not liable over any legal actions undertaken by Nano Futures and/or Broker with the Users in connection with Users securities account with Broker.

The complete Nano Futures and/or Broker information can be obtained by Users by submitting questions to Nanovest via the customer service email facility that we have provided (care@nanovest.io).

8. REGISTRATION AND TRANSACTION

In the event that the User agrees to use Global Stocks Transactions features on the App, the User has also agreed to authorize Nanovest through Nano Futures to register and open a User account on Broker (by sending personal data inserted by the Users on the App and verified by Nanovest), create Indonesian Single Investor Identification number for User that does not have such number, and open a User securities account with Broker, so that upon the completion of verification processes performed by Broker, the User will also be registered with Broker's system and has a securities account in the United States of America. In principle, through this process, Nanovest via the App assists the User in opening a securities account with Broker in the United States of America via Broker systems that are integrated into the App.

Transaction General Terms

- Users may only commence the stock transactions once the Know-Your-Customer (KYC) processes have been approved by Nanovest and Nano Futures, as well as when Broker has confirmed the opening of a User account. Agreement between the User and Broker begins at this stage.
- Global Stock Transactions will use the United States Dollar (USD) currency, where all User transactions will be carried out by first converting the IDR Nanovest Cash balance to USD using the rate issued by the Nanovest partner (exchanger) to provide USD for executing the orders of Global Stock Transactions from Users. All rates applied to Global Stock Transactions are directly determined by the exchanger.
- Global Stocks transactions on the App may only be made on the App and may not be made on Broker application or other applications.
- Global Stocks transactions are performed real time and subject to the operational hours of NYSE. If transactions are performed outside of operational hours, the process will be settled during the succeeding NYSE operational hours. Global Stocks transactions may also be performed on additional hours outside operational hours of NYSE with 24-Hour Market feature using limit order.
- Global Stocks Transaction may be made fractionally where it allows the User to purchase shares based on the capital transaction by a User (number of Stocks earned will be made based on the capital). As a comparison, stocks sold in Indonesia are not fractional Stocks as the calculation of the Stocks is per 1 (one) share.
- Transaction executions will consider the holidays in the United States of America, as the transaction will not be processed if they fall on an American holiday.
- Prices displayed on the App to execute the transactions are in Rupiah. The displayed prices are the stock prices in Rupiah, converted from USD (United States Dollar) based on the applicable IDR to USD exchange rate at the time, which exchange rate may change in accordance with the applicable exchange rate during the transaction execution. There will be a scenario where the User finds a difference in the total number of stocks obtained due to the difference in the IDR to USD exchange rate.
- Users' assets will be placed by Broker to an asset custodian that cooperates with Broker.

- Users will be charged with mandatory charges to the government of the United States of America and FINRA on stock transactions in the United States of America when Users sell their stocks. The amount of the levies will be informed to the Users via a preview page prior to the purchase.
- If the transaction is successful, the App will show a preview of stocks ownership of the User.
- Nanovest does not warrant the availability of Global Stocks that may be ordered/purchased by the User, settlement of Global Stocks transactions will be in accordance with terms of stocks sale that is generally applicable at NYSE and subject to the availability of the ordered Global Stocks on the market or existence of purchasers of Global Stocks that will be sold by a User on the market.
- Nanovest, Nano Futures, and/or the Broker is entitled, without the User's approval, to reject, invalidate or delay transactions (whether buy or sell) in the event that (i) the transaction undertaken by the User is deemed as a suspicious transaction and/or the transaction is deemed intended for an action that violates the terms and conditions of the App/Nanovest or the applicable laws and regulations in Indonesia as well as internationally applicable laws, and (ii) the User account is limited, restricted or suspended by Nanovest.
- Nanovest is entitled, without the User's approval, to liquidate and/or hold shares of assets owned by the User in the event that the User is categorized as an Account that meets the criteria as referred in the App Account section letter A number 8 above. Upon such occurrence, Nanovest will inform and/or notify the relevant User.
- Nanovest is obligated to inform or notify any rejection, invalidation, or delay of transactions to the relevant Users with the underlying reasons. In the event that Nanovest deems that such rejection, invalidation or delay must be immediately conducted, such information/notice to the User will be made as soon as the rejection, invalidation or delay is performed by Nanovest.

Pricing Provisions and Execution Mechanism

In executing each transaction mandate from User, pricing provisions and execution mechanism will apply as follows:

- The stock prices displayed on the Application represent the prices obtained from the Broker partner.
- For Market Order transactions, the price reference that is binding on the User is the price at the time of transaction execution in the market, as confirmed by the Broker partner, and **is not**:
 - a. the estimated price shown on the transaction confirmation screen; and/or
 - b. the price displayed on the price chart in the App.
- The User understands and agrees that the prices shown on the chart (price display/chart) do not always reflect accurate real-time prices, due to, among other things:
 - a. delays (delayed price) from the price data provider;
 - b. currency conversion processes between foreign currency and Indonesian Rupiah;
 - c. price adjustments resulting from corporate actions (including but not limited to stock splits, reverse stock splits, dividends, rights issues, and other corporate actions); and/or
 - d. other technical or non-technical factors beyond the control of Nanovest or the Broker partner.

- Users are advised to use limit order feature if they wish for the execution of their stock purchase or sale to occur only at a specified price or better (according to the price limit set by the User), with the understanding that the use of limit orders may result in the transaction not being executed if the market price does not reach the specified limit.
- By continuing to use the stock trading services provided through the Nanovest Application, **the User declares that they have read, understood, and agreed that:**
 - a. differences may occur between the price shown on the chart/estimate and the final execution price; and
 - b. Nanovest will not be liable for any losses, claims, or consequences arising solely from such differences, provided that Nanovest and its Broker partner have fulfilled their obligations reasonably and in accordance with the applicable regulations.

Purchase Transaction Processes on the App

- When a User provides a purchase instruction via the App, Nanovest will deliver such instruction to Broker through Nano Futures via integrated system with the App and Broker will execute the stock purchase in the United States of America via the User account that has been opened with Broker.
- When providing a purchase instruction, the User must ensure that it has sufficient Balance for the transaction in the User's Nanovest Cash Wallet.
- Upon receipt of such purchase instruction via the App, Nanovest will transfer the Balance from Nanovest Cash Wallet owned by the User on the App to the securities account owned by the User on NanoFutures and will then be forwarded through a licensed clearing entity to the Broker and Broker will undertake the crossing using such funds.
- In the event that User has completed the KYC processes, NYSE is on operational hours, as well as no discrepancies on the system and a force majeure, settlement of the purchase instruction will occur at the latest 1 hour from the delivery of a purchase instruction.
- At this process, Nanovest dan Nano Futures essentially assists the User to deliver a purchase instruction to Broker as well as transfer of funds from the Balance to the User securities account with Broker to be crossed with the Global Stocks. All transactions will be made via User securities account with Broker and this App only serves as an intermediary of information or customer mandate distributor.

Sale Transaction Processes on the App

- When a User delivers a sale instruction via the App, Nanovest will deliver such instruction to Broker through Nano Futures via integrated system with the App and Broker will transact the sale of Stocks in the United States of America via the User account that has been opened with Broker.
- Upon completion of such sale instruction by Broker and the Global Stocks owned by the User in the User securities account with Broker has been crossed, Broker will transfer the sale proceeds from the User securities account with Broker to the User Balance (Nanovest Cash Wallet) on the App.
- In the event that the User had completed KYC processes, NYSE is on operational hours, as well as no discrepancies on the system and a force majeure, settlement

of the sale instruction will occur at the latest 3 hours from the delivery of a sale instruction.

- At this process, Nanovest and Nano Futures essentially assists the User in delivering a sale instruction to Broker and assists the User in receiving the proceeds of the sale of Global Stocks into the Balance of the User on the App (Nanovest Cash Wallet). All transactions will be made via User securities account with Broker and this App only serves as an intermediary of information or customer mandate distributor.

Limitation

In accordance with requirements of the government of the United States of America, the Users are not permitted to undertake day trading more than 4 (four) consecutive times within 5 (five) consecutive days. In relation thereto, Nanovest applies a term that a User may only undertake day trading at the maximum of 3 (three) times within 5 (five) consecutive days. If the User exceeds the determined limit, Nanovest will temporarily suspend the User account that results in the user unable to undertake any transactions on the App.

Receipt of Dividend

Users are entitled for dividends on an ownership of a company via the Stocks that they purchase. Dividends will be distributed subject to withholding tax imposed by the government of the United States of America. The amount of dividends received by the User account is an amount which tax has been withheld by the government of the United States of America.

9. TRANSACTION COMMISSION

The User acknowledges and agrees that on any transactions made via the App, Nanovest is entitled to collect commissions on the User transaction that will be displayed prior the User entering into the transaction, in the amount as determined by Nanovest from time to time. The App will not process the transaction if the User does not agree on the commissions charged on such transaction.

10. SECURITY TRANSACTION

Nanovest has implemented a network and security measures as an information security network against unauthorized access in the use, change and/or disclosure of Nanovest accounts, with security standards that are in accordance with applicable regulations.

All information related to the confidentiality and security of the submitted User's personal data must be based on the User's awareness so that it can be implemented effectively. There are several things that require an active role from the User as the owner of the Nanovest account, following are several tips to protect the User:

a. Reasons why Account can be hacked

There are multiple reasons for the User's Nanovest Account to be accessed by unauthorized parties:

1. Access and log in to an application that resembles the official Nanovest Application or is called Phishing;
2. Password combinations are too easy to predict, for example names, dates of birth, sequential numbers and telephone numbers;

3. Using an unofficial application (non-official) from Nanovest;
4. Using the same email and password between applications;
5. Store email data and passwords in cloud/online drive applications;
6. Malware that infects the User's device for example a Keylogger or Virus.

b. Indication of User's Nanovest Account in an unsafe condition.

1. There is suspicious (unknown and unreasonable) financial transaction activity and Crypto Asset in the User's transaction history; and
2. Changes to data on accounts such as email and telephone numbers without the User's knowledge.

c. What to do if your Account has been hacked:

1. Immediately change the Password with a minimum of 8 characters, alphanumeric, and a combination of upper and lower case letters;
2. Delete all active APIs in User Accounts; and
3. Immediately contact the Nanovest Customer Service Team via email (care@nanovest.io) with the chronology.

11. CROSS JURISDICTIONAL DATA SHARING

User data and information may be stored or managed outside of the Republic of Indonesia by Broker. Nanovest will comply with the applicable laws and regulations as well as use reasonable endeavors to ensure that Broker or its affiliates and Nanovest in foreign countries will provide data protection and place a level of protection that is comparable with our commitment based on this Nanovest Privacy Notice.

12. DATA DELETION

User personal data that are stored by Nanovest and used for executing transactions must be data whose accuracy has been verified. User personal data must also be in an encrypted form. In accordance with the applicable laws and regulations, in the event that the User is no longer an App User, Nanovest as the Electronic System provider will store the User Personal Data for a minimum period of 5 (five) years as of the last date when the owner of personal data is an App User. However, if there is a special request submitted in writing by Users to delete their data on the Application, Nanovest will delete the data according to the User's request based on the applicable provisions and laws, as long as the User's Data is not required or requested by an authorized agency for the legal process or if applicable law mandates otherwise.

Data deletion will be performed by Nanovest in accordance with the applicable laws and regulations, and each time User data is deleted it will be documented in a deletion report. Nanovest will notify the User of data deletion within 3 working days before or after the User's personal data is deleted.

Nanovest will also cease to collect, use, or disclose User personal data, unless permitted or required by the applicable laws. Please note that by requesting us to delete Your personal data, we may not be able to continue providing our services to You.

In relation to this Data Deletion, the User may contact us via channels set out under customer care center on the App.

13. SUPERVISION

Nanovest may and will always supervise and investigate any transactions made by the User. In the event that a User violates the Global Stocks Transactions Terms and Conditions as well as other terms set forth by Nanovest, we will deem such action as a violation and we may impose sanctions on the offender.

In addition, in supporting the Anti Money Laundering and Counter Terrorism Financing ("AML-CFT") program and other related regulations imposed by the government, Nanovest by all means will monitor and comply with the applicable laws and regulations. In accordance with the applicable laws and regulations, Nanovest is categorized as a Reporter, that is obligated by the government to report any suspicious transactions made by the Users as governed under the laws and regulations. Nanovest has the rights to suspend or block a User account that is deemed to undertake suspicious transactions for an indefinite period.

In the event that the User is proven to execute suspicious transaction which violates the applicable laws and regulations, the User hereby authorizes Nanovest to debit the stocks assets in the portfolio of the User to indemnify Nanovest of any losses incurred as a result of such transaction, without prejudice to the rights to claim indemnifications on all losses incurred as a result of such transaction and the User hereby agrees that the User is not obligated to refund any funds which credits are suspended by the User or funds that are blocked prior to verification processes.

14. USER TERMS OF SECURITY

In supporting User data safety quality, Nanovest will implement a policy that the User must register a 4-digit numerical PIN so that the User account is not easily hackable. Nanovest will suggest the User to use such configuration while registering its password.

Furthermore, to maintain data security and use of App, the App is arranged as such to allow maintenance of User data security and transaction. In addition to PIN, biometric scanner and/or OTP, the App is also arranged as such to force log out from the User Account in the event that the App is idle for 30 consecutive days. If the User intends to remain using the App or intends to undertake a transaction, the User shall re-log in.

15. SUPPORTING SYSTEMS

For Global Stock transactions in particular, Nanovest will apply certain specific terms on the User to use the latest version of the App. When the User accesses the Global Stock transaction section, the App will automatically detect whether the system used by the User could support the Global Stock transaction activities. If the App deems that the User gadget is not compatible, the App will suggest the User to update beforehand, or suggest to refrain from investing using such gadget. This is performed to adjust the system speed requirement of data transfer between Nanovest App with Broker in order to provide better investing experience to the User.

16. MAINTENANCE

To maintain and improve the quality of Services, Nanovest will always update and maintain the App (“**Maintenance**”). Maintenance may be performed by Nanovest periodically or on an ad hoc basis. Periodical Maintenance will be performed 1 (one) time per month, and Nanovest is obligated to notify the Maintenance schedule to the User at least 2 days (48 hours) in advance prior to the commencement of the periodical Maintenance.

In the event of unavoidable circumstances that require Nanovest to perform Maintenance, Nanovest will notify the User immediately with the reasons of such impromptu Maintenance. In its notice, Nanovest is obligated to remind the User that during the Maintenance, no User activities will be processed by the system.

In the event that Nanovest has complied with the appropriate notification procedures concerning the Maintenance to the User, Nanovest will not be liable for any failed transactions that are made during Maintenance. Furthermore, such Maintenance may result in corrections made by Nanovest to ensure the User’s transaction is on par with the market condition at the time of the transaction prior to Maintenance.

17. FORCE MAJEURE

Force Majeure means any events outside of the control and capability of Nanovest that affects the implementation of services that are provided by Nanovest (including via the App) to the User in relation the Global Stocks Transaction, among others including but not limited to:

- a. Earthquakes, hurricanes, floods, landslides, volcanic eruptions and other natural disasters;
- b. War, demonstrations, riots, terrorism, sabotages, embargoes, and mass strikes; and
- c. Economic and government policies that have direct effects.

Provided that Nanovest has performed all of its obligations in accordance with the applicable laws and regulations in relation to the occurrence of such Force Majeure, Nanovest will not provide any indemnities and/or accountabilities in any form to the User or other party of any risks, liabilities and claims that may arise in connection with any delays as well as non-fulfilment of obligations due to a Force Majeure.

18. DISPUTE RESOLUTION

In the event of disputes between Nanovest with the User, the dispute settlement will be subject to the courts jurisdiction in Indonesia, to the extent that the parties agree not to select other jurisdictions. All agreements between the User and Nanovest will be construed in accordance with the laws and regulations in Indonesia.

19. PASSING AWAY OF THE USER

In the event that the User passes away, Nanovest is entitled to request a valid copy of the death certificate, inheritance statements, wills, and other documents that Nanovest, in its opinion, deems necessary to know the entitled party to receive the User’s inheritances.

20. CEASE OF OPERATION OF NANOVEST

In the event that any certain circumstances result in the App and/or Nanovest to cease and stop operation, Nanovest will take any goodwill and reasonable actions to return the assets owned by the User. Such return of assets will be made by Nanovest by withdrawing global Stocks assets and/or monies owned by the User on the App, that will be transferred to the User account that is registered on the App.

Nanovest will inform all Users if such events occur. Nanovest will announce that Nano will cease operation of the App at the minimum 30 days (“**Closing Period**”). During the Closing Period, Nanovest will:

1. Cease and/or do not process all transactions requested by the User;
2. Request the User to ensure if the account registered on the App for withdrawal purposes conforms with an account owned by the User. If the User has not registered any User account for withdrawals, the User must register such an account. If the User intends to change the withdrawal account, the User may contact Nanovest customer service. Withdrawal account shall be under the name of the User. In the event that a withdrawal account is registered with a different name than the User name, Nanovest is entitled to request for proof of relationship between the User and the owner of the registered withdrawal account. The User understands that Nanovest is not liable over any of its losses in relation to the difference in names of the User account for withdrawal purposes;
3. Withdraw User portfolio in a certain period of time, and transfer the User monies to the account under the name of the User that is registered on the app.

These Global Stocks Transaction Terms and Conditions may be modified and amended from time to time. Nanovest shall notify the User via the App and/or email of any modification and/or amendment on the Global Stocks Transaction Terms and Conditions. Continuous use of the App by a User upon receipt of such notice constitutes the User's approval and acceptance on the modification and/or amendment of the Global Stocks Transaction Terms and Conditions.

Digital Gold Transactions

These digital Gold Transaction terms and conditions ("Digital Gold Transaction Terms and Conditions") apply and bind PT Tumbuh Bersama Nano ("**Nanovest**"), as the manager of Nanovest Application ("**App**"), and the user of App that is registered and verified by Nanovest (furthermore referred to as the "**User**") in connection with the use of the App by the User relating to the digital Gold Transaction function, either via any gadget where the Application is available and may be used. The User must read, understand as well as approve the entire content of these digital Gold Transaction Terms and Conditions prior to the use of the digital Gold Transaction Functions on the App.

"Digital gold" herein the Digital Gold Transaction Terms and Conditions is the Nanovest Gold product which is the result of collaboration between Nanovest and **PT Indonesia Logam Pratama** or better known as Treasury.id ("**Treasury**") which is a Physical Digital Gold Trader registered within the Commodity Futures Trading Supervisory Agency ("**Bappebti**").

"Digital Gold Transactions" herein the Digital Gold Transaction Terms and Conditions are digital Gold transactions, along with their derivatives carried out by Users by utilizing the features made available by Nanovest via the App.

These Digital Gold Transaction Terms and Conditions are an integral part of Nanovest Terms and Conditions.

1. GENERAL

In relation to the Digital Gold Transaction service, The Application **is not** a place for buying and selling or acting as a market, but only as an information intermediary to connect Users with physical digital gold traders, namely Treasury, which is an official and licensed party or entity that acts as a physical digital gold trader that makes it possible to facilitate digital gold buying and selling transactions for the User. It shows that the Application is a supporting media to assist the Users in submitting transaction orders to the Treasury so that they can be transacted through a system managed by the Treasury. All forms of transactions, whether purchase, sale and others in connection with digital gold transactions, are carried out by the Treasury with the assistance of the Application as a place that we provide in the context of intermediary information.

Nanovest does not provide any advice to make any recommendation on any transactions, investment product, or other matters related thereto including providing value projections of digital gold in the future. Nanovest will only provide a variety of information regarding the latest purchase and selling prices for gold.

For further description on the scheme and method on transactions, Users can read and study section 8 concerning Registration and Transaction in these Digital Gold transactions Terms and Conditions.

2. RISKS

Transaction Risks

All financial products in any form will carry risks and will have their own uncertainties. Digital gold is an investment product with a low level of volatility and risk. The price of gold can change from time to time. The amount of losses as well as profits that the User will earn will differ from one User to another where it is dependent on many factors including but not limited to market behavior, market change, transaction value, local as

well as global news, etc. Knowledge and prudence of a User is required in digital gold transactions.

Application Risks

Nanovest will use technical and security methods that are good, proper, and appropriate to maintain the security of the Application and free from viruses and errors. However, notwithstanding the effectiveness of this technology, no security system is completely safe and unhackable. Therefore, Nanovest is unable to warrant the complete security of Nanovest database and Nanovest is also unable to warrant that the information You provide will not be disturbed/disrupted during the delivery to Nanovest.

When the User consummate a transaction via any applications, including via the Apps, there will always be a risk of transaction failure and/or loss of monies due to:

- a. failures and damages on the computer, handphone or other gadgets that you use (including the battery);
- b. unstable internet connection, that result in the User unable to connect with the App or the User may be connected while such unstable connections result in delays that carry a risk in the placement and activity of your transactions;
- c. hacking performed by other parties, whether direct hacking on the App, hacking of the software, as well as malicious links that enable the hackers to gain or use access to information and/or asset of the User;
- d. incompatible device with, or does not meet with the App system specification, including due to errors in settings or operating system of your gadget does not with the requirements;
- e. system failures on the App, or failures on the hardwares and softwares on the gadget that the User use; and
- f. User noncompliance of these Digital Gold Transactions Terms and Conditions that may result in suspension or blocking of the User Account.

By opening an account on and registering for Digital Gold transactions, the User is deemed to approve and acknowledge that the User has read and understood the potential risks.

Nanovest Limitation of Liability

Tradings may be ceased at any time by the authority without prior notice to the User. On open position that may be held by a User upon a cease of transaction, it will be settled (liquidated) pursuant to the laws or regulations issued by such authority, and all losses as well as costs as a result of the cessation of transactions by the trading authorities, shall be fully borne by, and be the liability of the User.

In addition, Nanovest may also suspend the use of the App at any time by providing a notice, before or after such suspension by Nanovest, to the User. Where Nanovest will only suspend the use of the App in the event that Nanovest detects and/or finds that there are indications of improper uses and/or there are suspicious transactions undertaken by the User. As such the User hereby acknowledges that Nanovest will unilaterally suspend any transactions that are undertaken in the relevant User Account. Upon such suspension of transactions and/or trades, Nanovest will not be liable for any losses incurred by the User in any way.

3. COLLECTION AND PROTECTION OF USER DATA

In conducting its business activities and in improving services on the App, Nanovest shall also request for and collect data, as well as transfer User data if there is a legal obligation to disclose data to the government agencies as well as to the party in cooperation with Nanovest (“**Vendor**”) to enable the User to undertake transactioning activities as well as transactions on the App. Please beware that to protect User data and to comply with the applicable laws, Nanovest will only provide data to Vendors upon approval from the User.

Data Collection

User Data are collected by Nanovest in several ways, namely:

- a. through forms or applications by a potential user. Data collected at this stage are personal identities of the potential user such as Citizenship Registration Number (NIK), name according to Identity Card (KTP), place and date of birth according to KTP, residential address, occupation, employment location, annual income, estimated properties, as well as valid HP number and email address.
- b. certain banking data that are provided by the User when the User intends to withdraw money;
- c. Others data which mandatory to provide by User in accordance with the legal provisions that apply to digital gold trading transactions in Indonesia;
- d. transaction activities data, search activities data on the App, news reading activities, and other activities conducted by the User on the App;
- e. biometrics data provided by the user, being data consisting of facial features and other body parts uploaded by the User on the App;
- f. location data delivered by the system when reading App usages at a certain location or area;
- g. technical data obtained when the User is using the App. Such technical data include Internet Protocol (IP) address, website information, duration of App usages or website visits, gadget when using the internet, advertisements, and other relevant matters;
- h. interaction data with our customer service;
- i. other data collection mechanism performed by Nanovest (including via the App);
- j. other sources in cooperation with Nanovest.

Before a User may use the App and services provided by Nanovest, the User shall firstly request to approve this Digital Gold Transactions Terms and Conditions (including on the collection of personal data as mentioned above). Specifically on personal data collection via local data access and system data that are in the User gadget, Nanovest shall request prior approval before having access to the same, including access to photos, voices, cameras, and other features of gadgets used by the User.

Completeness of User data will be useful for the App to present great impressions and experiences to the User in using the App. Nanovest is also of the view that protection of personal information is a very important requirement as required under the applicable laws and regulations. Nanovest, with its best efforts, will maintain, protect and use User data with tight and appropriate control procedures.

4. USER REPRESENTATIONS

The User hereby authorizes Nanovest to act for and act as a party fully authorized by the User, based on any order, instruction and communication provided by the User to Nano via the App or other media made available by Nano, without the requirement for Nanovest to further investigate on the authenticity, authority or identity of the person providing or intending to provide such instruction and without reference to the circumstances at the time. All orders, instructions and communications provided by the User to Nano via the App will be deemed to be a direct order, instruction and communication of the User, as the User is obligated to protect the User data access on the App from other parties. The User hereby agrees to be fully liable to Nanovest and release Nanovest of any agreements, charges, or other liabilities created or incurred on behalf of the User in connection with the use of the App by the User.

5. DIGITAL GOLD DATA

Digital Gold data in the form of charts, graphs , and displayed on the App are real time data extracted from Treasury. Nanovest is unable to warrant that the data displayed on the App will always be accurate, correct and updated while we will strive to apply our best efforts to ensure that any data displayed is consistent with the actual events. In the event of inconsistencies between data displayed on the App with the actual data, and such inconsistent displayed data result in losses of a User, Nanovest is not liable over the display of such data and also not liable over Users' losses.

Users are not permitted to redistribute Digital Gold data that we provide on the App to other parties, whether by redistributing or intended for commercial purposes or other purposes.

6. COOPERATION WITH TREASURY

In implementing the gold transaction feature on the Application, as described in the general section, Nanovest cooperates with Treasury that provide services to Users to undertake digital gold transactions via the App. In relation hereto, Users will also be bound by the terms and conditions that apply to the Treasury which Users can see and find out via the following link <https://www.treasury.id/syarat-dan-ketentuan>.

Nanovest and Treasury are separate and independent legal entities that are not affiliated as well as performing their respective business activities. Nanovest is not liable over any legal actions undertaken by Treasury with the Users in connection with Users account with Treasury.

The complete Treasury information can be obtained by Users by submitting questions to Nanovest via the customer service email facility that we have provided (care@nanovest.io).

7. REGISTRATION AND TRANSACTION

That if the User agrees to use Digital Gold Transactions features on the App, the User has also agreed to authorize Nanovest to register and open a User account on Treasury

(by sending personal data inserted by the Users on the App and verified by Nanovest) and open a User account with Treasury, so that upon the completion of verification processes performed by Treasury, the User will also be registered with Treasury systems and has an account in Treasury system. In principle, via this process, Nanovest via the App assists the User in opening an account with Treasury through the Treasury systems that are integrated into the App.

Transaction General Terms

- Users may only commence to transact gold once the Know-Your-Customer (KYC) processes have been approved by Nanovest, and Treasury has confirmed the opening of a User investment account. Agreement between the User and Treasury occurs at this stage.
- Digital Gold transactions on the App may only be made on the App and may not be made on Treasury applications or other applications.
- Digital Gold transactions are performed real time and can be done 24 hours a day a week.
- Digital gold transactions may be made fractionally where this form allows you to buy gold based on the capital value that the User transacts starting from IDR 5,000 (the amount of gold obtained will follow the capital value).
- That the prices displayed on the App to undertake transactions are in Rupiah
- Users' assets will be placed by Treasury with an asset custodian that cooperates with Treasury.
- If the transaction is successful, the App will show a preview of gold ownership of the User.
- Nanovest does not warrant the availability of Digital Gold that may be ordered/purchased by the User, settlement of Digital Gold transactions will be in accordance with terms of Gold sale that is generally applicable in Indonesia and subject to the availability of digital gold available at the Treasury as a physical digital gold trader.
- Nanovest and/or the Treasury is entitled, without the User's approval, to reject, invalidate or delay transactions (whether buy or sell) in the event that (i) the transaction undertaken by the User is deemed as a suspicious transaction and/or the transaction is deemed intended for an action that violates the terms and conditions of the App/Nanovest or the applicable laws and regulations in Indonesia as well as internationally applicable laws, and (ii) the User account is limited, restricted or suspended by Nanovest.
- Nanovest has rights, without the User's approval, to liquidate and/or hold gold assets owned by the User in the event that the User is categorized as an Account that meets the criteria as referred in the App Account section letter A number 8 above. Upon such occurrence, Nanovest shall inform and/or notify the relevant User.
- Nanovest shall inform or notify any rejection, invalidation, or delay of transactions to the relevant Users with the underlying reasons. In the event that Nanovest deems that such rejection, invalidation or delay must be immediately conducted, such

information/notice to the User shall be made as soon as the rejection, invalidation or delay is performed by Nanovest.

Purchase Transaction Processes on the App

- When a User grants a purchase instruction via the App, Nanovest will deliver such instruction to the Treasury via the integrated system within the App which is integrated with the Treasury system to carry out the purchase transaction.
- When granting a purchase instruction, the User shall ensure that it has sufficient Balance from Nanovest Cash Wallet for such transaction.
- Upon receipt of such purchase instruction via the App, Nanovest will transfer the Balance from Nanovest Cash Wallet owned by the User on the App to then be taken into account in the purchase transaction that has been carried out in the Treasury system.
- In the event that the user succeeds in completing KYC processes, as well as no discrepancies on the system and a force majeure, settlement of the purchase instruction will occur at the latest 1 hour from the delivery of a purchase instruction.
- At this process, Nanovest essentially assists the User to deliver a purchase instruction to Treasury and complete the payment for the purchase transaction to the User's account at the Treasury. All transactions are made via User account with Treasury and the App only serves as an intermediary of information.

Sale Transaction Processes on the App

- When a User grants a sale instruction via the App, Nanovest will deliver such instruction to Treasury via the integrated system within the App and Treasury will transact the sale of gold via the User account that has been opened with Treasury.
- Upon completion of such sale instruction by Treasury, Treasury will transfer the sale proceeds from the User's account with Treasury to the User Balance on Nanovest Cash Wallet on the App.
- In the event that the user succeeds in completing KYC processes, as well as no discrepancies on the system and a force majeure, settlement of the sale instruction will occur at the latest 1 hour from the delivery of a sale instruction.
- At this process, Nanovest essentially assists the User in delivering a sale instruction to Treasury and assists the User in receiving the proceeds of the sale of Digital Gold into the Balance on Nanovest Cash Wallet of the User on the App. All transactions shall be made via User's account with Treasury and this App only serves as an intermediary of information.

Limitation

In accordance with requirements imposed by Treasury, the Users are not permitted to undertake purchase and selling transactions on the same day 50 (fifty) times. If the User exceeds the determined limit, Nanovest will block the user's transactions which will cause the user to be unable to make transactions on the application.

8. TRANSACTION COMMISSION

The User acknowledges and agrees that on any transactions made via the App, Nanovest is entitled to collect commissions on the User transaction that will be displayed

prior the User entering into the transaction, in the amount as determined by Nanovest from time to time. The App will not process the transaction if the User does not agree on the commissions charged on such transaction.

9. SECURITY TRANSACTION

Nanovest has implemented a network and security measures as an information security network against unauthorized access in the use, change and/or disclosure of Nanovest accounts, with security standards that are in accordance with Applicable Regulations.

All information related to the confidentiality and security of the Customer's personal data submitted must be based on the Customer's awareness so that it can be implemented effectively. There are several things that require an active role from the customer as the owner of the Nanovest account, here are some things that need to be conveyed by Nanovest, tips to protect customers include the following:

a. Cause Account can be hacked

There are various possible causes for the Customer's Nanovest Account to be used by someone else:

1. Access and log in to an application that resembles the official Nanovest Application or is called Phishing;
2. Password combinations are too easy to shoot for example names, dates of birth, sequential numbers and telephone numbers;
3. Using an unofficial application (non-official) from Nanovest;
4. Using the same email and password between applications;
5. Store email data and passwords in cloud/online drive applications;
6. There is malware that infects the Customer's device for example a Keylogger or Virus.

b. Indication of Customer's Nanovest Account Unsafe Condition

1. There is suspicious (unknown and unreasonable) financial transaction activity and Crypto Asset in the Customer's transaction history; and
2. Changes to data on accounts such as email and telephone numbers without the knowledge of the Customer.

c. What to Do If You Know Your Account Has Been Hacked:

1. Immediately change the Password with a minimum of 8 characters, alphanumeric, and a combination of upper and lower case letters;
2. Delete all active APIs in Customer Accounts; and
3. Immediately contact the Nanovest Customer Service Team via email by including the timeline.

10. DATA DELETION

User personal data that are stored by Nanovest and used for performing transactions shall be data whose accuracy has been verified. User personal data shall also be in an encrypted form. In accordance with the applicable laws and regulations, in the event that the User is no longer an App User, Nanovest as the Electronic System provider shall store the User Personal Data for a minimum period of 5 (five) years as of the last date when the owner of personal data is an App User. However, if there is a special request submitted by Users to delete their data on the Application, Nanovest will delete the data according to the User's request. As long as the User's Data is not required or requested by an authorized agency for the legal process or if applicable law mandates otherwise.

Data deletion shall be undertaken by Nanovest in accordance with the applicable laws and regulations. and each time user data is deleted, Nanovest will be documented in a deletion report. Nanovest will notify the User of data deletion within 3 working days before or after the User's personal data is deleted.

Nanovest shall also cease to collect, use, or disclose User personal data, unless permitted or required by the applicable laws. Please note that by requesting us to delete Your personal data, we may not be able to continue providing our services to You.

In relation to this Data Deletion, the User may contact us via contacts as set out under customer care center on the App.

11. SUPERVISION

Nanovest may and will always supervise and investigate any transactions made by the User. In the event that a User violates the Digital Gold Transactions Terms and Conditions as well as other terms set forth by Nanovest, we will record the same as a violation and we may impose sanctions on the offender.

In addition, in supporting the Anti Money Laundering and Counter Terrorism Financing ("AML-CFT") program and other related regulations ordered by the government, Nanovest by all means will monitor and comply with the applicable laws and regulations. In accordance with the applicable laws and regulations, Nanovest is categorized as a Reporter, that is obligated by the government to report any suspicious transactions made by the Users as governed under the laws and regulations. Nanovest has the rights to suspend or block a User account that is deemed to undertake suspicious transactions for an indefinite period.

In the event that the User is proven to have may a suspicious transaction which violates the applicable laws and regulations, the User hereby authorizes Nanovest to debit the Gold assets in the portfolio of the User to indemnify Nanovest of any losses incurred as a result of such transaction, without prejudice to the rights to claim indemnifications on all losses incurred as a result of such transaction and the User hereby agrees that the User is not obligated to refund any funds which credits are suspended by the User or funds that are blocked prior to verification processes.

12. USER TERMS OF SECURITY

In supporting User data safety quality, Nanovest shall implement a policy that the User must register a 4-digit numerical PIN so that the User account is not easily hackable. Nanovest shall suggest the User to use such configuration while registering its password.

Furthermore, to maintain data security and use of App, the App is arranged as such to allow maintenance of User data security and transaction. In addition to PIN, biometric

scanner and/or OTP, the App is also arranged as such to have forced log out from the User Account in the event that the App is idle for 30 consecutive days. So that if the User intends to remain using the App or intends to undertake a transaction, the User shall re-log in.

13. SUPPORTING SYSTEMS

Specification for Digital Gold transactions, Nanovest shall apply certain specific terms on the User to use the latest version of the App. When the user accesses the Digital Gold transaction section, the App shall automatically detect whether the system used by the User may support the Digital Gold transaction activities. If during such conditions, the App deems that the User gadget is not compatible, the App shall suggest the User to firstly update, or suggest not to invest using such gadget. This is conducted to adjust the system speed requirement of data transfer between Nanovest App with Treasury in order to provide better investment experiences to the User.

14. MAINTENANCE

To maintain and improve the quality of Services, Nanovest will always update and maintain the App (“**Maintenance**”). Maintenance may be performed by Nanovest periodically or on an ad hoc basis. Periodical Maintenance will be performed 1 (one) time per month, and Nanovest is obligated to notify the Maintenance schedule to the User at least 2 days (48 hours) in advance prior to the commencement of the periodical Maintenance.

In the event of unavoidable circumstances that require Nanovest to perform Maintenances, Nanovest shall notify the User immediately with the reasons of such sudden Maintenances. In its notice, Nanovest is obligated to remind that during the Maintenances, no User activities that will be processed by the system.

In the event that Nanovest has complied with the appropriate notification procedures concerning the Maintenances to the User, Nanovest may not be claimed for any failed transactions that are made during the Maintenances.

15. FORCE MAJEURE

Force Majeure means any events outside of the control and capability of Nanovest that affects the implementation of services that are provided by Nanovest (including via the App) to the User in relation the Digital Gold Transaction, among others including but not limited to:

- (a) Earthquakes, hurricanes, floods, landslides, volcanic eruptions and other natural disasters;
- (b) War, demonstrations, riots, terrorism, sabotages, embargoes, and mass strikes; and
- (c) Economic and government policies that have direct effects.

Provided that Nanovest has performed all of its obligations in accordance with the applicable laws and regulations in relation to the occurrence of such Force Majeure, Nanovest will not provide any indemnities and/or accountabilities in any form to the User or other party of any risks, liabilities and claims that may arise in connection with any delays as well as non-fulfilment of obligations due to a Force Majeure.

16. DISPUTE RESOLUTION

In the event of disputes between Nanovest with the User, the dispute settlement will be subject to the courts jurisdiction in Indonesia, to the extent that the parties agree not to select other jurisdictions. All agreements between the User and Nanovest will be construed in accordance with the laws and regulations in Indonesia.

17. PASSING AWAY OF THE USER

In the event that the User passes away, Nanovest is entitled to request a valid copy of the death certificate, inheritance statements, wills, and other documents that Nanovest, in its opinion, deems necessary to know the entitled party to receive the User's inheritances.

18. NANO CEASE TO OPERATION

In the event that any certain circumstances result in the App and/or Nanovest to be ceased and not operating, Nanovest will take any goodwill and reasonable actions to return the assets owned by the User. Such return of assets will be made by Nanovest by withdrawing Digital Gold assets and/or monies owned by the User on the App, that will be transferred to the User account that is registered on the App.

Nanovest will inform all Users of such events. Nanovest will announce that Nano will cease operation of the App at the minimum 30 days ("Closing Period"). During the Closing Period, Nanovest will:

- a. Cease and/or not process all transactions requested by the User;
- b. Request the User to ensure if the account registered on the App for withdrawal purposes conforms with an account owned by the User. If the User has not registered any User account for withdrawals, the User must register such an account. If the User intends to change the withdrawal account, the User may contact Nanovest customer service. Withdrawal account shall be under the name of the User. In the event that a withdrawal account is registered with a different name than the User name, Nanovest is entitled to request for proof of relationship between the User and the owner of the registered withdrawal account. The User understands that Nanovest is not liable over any of its losses in relation to the difference in names of the User account for withdrawal purposes;
- c. Withdraw User portfolio in a certain period of time, and transfer the User monies to the account under the name of the User that is registered on the app.

These Digital Gold Transaction Terms and Conditions may be modified and amended from time to time. Nanovest shall notify the User via the App and/or email of any modification and/or amendment on the Digital Gold Transaction Terms and Conditions. Continuous use of the App by a User upon receipt of such notice constitutes the User's approval and acceptance on the modification and/or amendment of the Digital Gold Transaction Terms and Conditions.

Gold Printing

These Terms and Conditions of Gold Printing ("Terms and Conditions of Gold Printing) are provisions presented and provided by PT Tumbuh Bersama Nano as the manager of the Nanovest Application ("App") to the users of the App who have been registered and verified by Nanovest (hereinafter referred to as "User"), in connection with the use of the App by the User for the use of the Gold Printing, either through any gadget where the App is available and can be used. Users (in general) are required to carefully read, understand, and agree to the entire contents of these Gold Printing Terms and Conditions before utilizing the Gold Printing Feature in the App.

1. GENERAL

"Gold Printing" Feature in the Terms and Conditions of the Gold Printing Feature is a transaction carried out independently by the User, and cannot be construed as granting Power of Attorney from the User to Nanovest in carrying out the transaction. Therefore, the User is fully responsible for each transaction, including any liabilities and risks that may arise from Gold Printing Transactions.

Please note that the Gold Printing Feature is a follow-up to the Digital Gold feature available in the App. PT Indonesia Logam Pratama or better known as Treasury.id ("Treasury") as a party that has official permission as a Physical Digital Gold Trader registered with the Commodity Futures Trading Regulatory Agency ("Bappebti") has collaborated with Nanovest to provide this Gold Printing Feature to the User. Where all Gold Printing instructions from Users will be sent directly by the App to the Treasury.

Users through the Gold Printing Feature may create a Gold Printing order through the App by determining the gold grammage to be printed, gold brand and gold bar amount to be printed.

For each Gold Printing transaction made by the User, the User is required to have an adequate amount of digital gold in the App.

If a Gold Printing order has been successfully made pursuant to a Gold Printing instruction, any existing assets belong to the User and thus the User has the right to take possession of any assets including the sale of such assets at any time following the User's decision.

The calculation of the gold grammage received is based on the market price at the time the user makes Gold Printing orders. The User hereby declares that he/she has understood and is responsible for any risks of price fluctuations and/or other risks that may arise by using this Gold Printing Feature.

The User cannot ask Nanovest to cancel Gold Printing transactions that have been successfully made. because all Gold Printing orders that have been made by Users are automatically submitted by Nanovest to Treasury.

2. GOLD PRINTING EXECUTION

Nanovest will execute Gold Printing orders after the user successfully makes payment related to printing of gold, which is the printing fee and delivery fee.

There are other provisions that Users need to understand and agree to. If the user's digital gold is insufficient at the time the Gold Printing order is made, then the user can take the following actions:

1. The user can buy digital gold to increase the amount of digital gold they want to print; or
2. Users can choose the gold grammage according to the amount of digital gold they own.

3. PARTICIPATION

Users can only access the Gold Printing Feature after their Know-Your-Customer (KYC) process has been approved by Nanovest, and they have successfully set up a treasury account and acquired digital gold. Participation in this Gold Printing Feature is not permitted without completing these three requirements.

Any errors and/or omissions made by you may result in delay, cancellation, or termination of the program at the sole discretion of Nanovest. We will not provide any activities intended or related in part or whole that may violate the Terms and Conditions of this Gold Printing Feature and/or the provisions of applicable laws and regulations. We can inform you that all instructions and transactions carried out will always be monitored and recorded from time to time.

4. MONITORING

Nanovest complies with all applicable laws and regulations in Indonesia, including those related to Anti-Money Laundering and Terrorism Financing (AML CFT). Nanovest may require additional information from Users to comply with applicable statutory requirements.

Nanovest will always conduct surveillance and inspection of every transaction made by Users. If we discover that a User has violated the Gold Printing Feature Terms and Conditions along with other provisions regulated by Nanovest, we will record it as a violation and we may impose sanctions on the violator.

Furthermore, to support the Anti-Money Laundering and Combating the Financing of Terrorism ("APU-PPT") program and other related regulations ordered by the government, Nanovest will monitor and comply with applicable laws and regulations by all means. According to laws and regulations, Nanovest falls into the category of Reporting Party, which is required by the government to report any suspicious transactions carried out by Users as stipulated in laws and regulations.

Nanovest reserves the right to limit or terminate any account or transaction that we suspect violates the Terms and Conditions of Gold Printing Feature in accordance with applicable laws, and regulations in Indonesia. If a user is proven to have conducted a suspicious transaction that violates the applicable laws and regulations, the User authorizes Nanovest to debit the balance of Wallet Nanovest Cash of User in the Application to compensate Nanovest for losses resulting from the transaction, without prejudice to the right to claim compensation for all losses resulting from the transaction and the User hereby agrees that the User is not obliged to make return funds that were delayed in crediting by user or fund that was previously blocked during the verification process.

5. MAINTENANCE

To maintain and improve the quality of service, Nanovest will always update and maintain the App ("Maintenance"). Maintenance can be carried out by Nanovest

periodically or suddenly. Periodic Maintenance will be carried out once every 1 (one) month, and Nanovest is obliged to notify the Maintenance schedule to the User no later than 2 days (48 hours) before the periodic maintenance process is carried out.

In the event of an unavoidable event, that forces Nanovest to carry out Maintenance, Nanovest is obliged to notify the User as soon as possible along with the reason for the sudden Maintenance. In the notification, Nanovest is required to remind that during Maintenance, no User activity will be processed by the system.

If Nanovest has carried out the appropriate notification procedures regarding Maintenance to the User, Nanovest cannot be held liable for the failure of transactions carried out by the User during Maintenance.

6. FORCE MAJEURE

What is meant by Force Majeure is all events that occur beyond the power and ability of Nanovest to affect the implementation of services provided by Nanovest (including through the App) to Users in connection with Gold Printing Transactions or other transactions contained in the App, including but not limited to:

1. Earthquakes, hurricanes, floods, landslides, volcanic eruptions and other natural disasters;
2. War, demonstrations, riots, terrorism, sabotage, embargoes, and mass strikes;
3. Economic and government policies that directly affect.

As long as Nanovest has carried out all its obligations by the applicable laws and regulations in connection with the occurrence of Force Majeure, Nanovest will not provide compensation and/or liability in any form to the User or any other party for all risks, responsibilities, and demands that may arise in connection with delays or inability to carry out obligations due to Force Majeure.

7. DISPUTE RESOLUTION

In the event of a dispute between Nanovest and the User, the dispute resolution will be subject to the jurisdiction of the courts in Indonesia to the extent that the parties agree not to choose any other jurisdiction. There are several settlement mechanisms, namely:

1. The dispute must be resolved by consensus first by the user and Nanovest through mediation, or other forms of resolution obtained based on the dispute resolution mechanism in connection with transactions involving futures contracts that are determined by the relevant futures exchange (as stated in the applicable laws and regulations on Commodity Futures Trading);
2. Online dispute resolution methods that will be considered by Nanovest in the future (if any);
3. If no agreement is reached within 30 (thirty) days in either of the foregoing processes, then further Dispute resolution processes may be conducted through the courts or out of court. If the Dispute resolution is conducted outside the court, the path that can be taken is the arbitration forum. Arbitration may be conducted through the Indonesian National Arbitration Board (BANI) or the Commodity Futures Trading Arbitration Board ("BAKTI") (if previously bound to an Arbitration Agreement

(as defined below), which are commodity futures trading dispute resolution institutions. The parties may determine the appropriate arbitration forum for them.

4. Dispute resolution through BAKTI is only possible if the claimant and respondent have been bound by a written agreement made by the parties before the Dispute arose ("Arbitration Agreement"). The existence of this Arbitration Agreement negates the parties' right to submit the dispute to the court, and the court is not authorized to adjudicate the parties bound by the Arbitration Agreement.

8. USER PASSES AWAY

If the User dies, Nanovest has the right to request a certified copy of the death certificate, certificate of inheritance rights, testament certificate (if any), and other supporting documents that Nanovest considers necessary to determine the party entitled to receive the User's inheritance.

9. NANOVEST CEASES TO OPERATE

If a certain situation causes the App and/or Nanovest to be stopped and not operate again, Nanovest will take good and reasonable ways to return the assets owned by the User. The return of these assets is carried out by:

1. Nanovest by withdrawing Digital Gold assets and/or monies owned by the User on the App, that will be transferred to the User account that is registered on the App.
2. Nanovest will notify all Users if the events mentioned above occur. Nanovest will announce that Nano will cease operations of the App Within 30 days ("**Closing Period**"). During the Closing Period, Nanovest will:
 - a. Stop and/or not process any transactions requested by Users;
 - b. Request the User to ensure whether the account registered on the App for the purpose of disbursement is in accordance with the User's account. If the User has not registered the User's account for disbursement, then the User is required to register the account. If the **User** wants to make changes to the disbursement account, the User can do so through the App, or contact Nanovest customer service. The disbursement account must be in the name of the User. The User understands that Nanovest will not process and is not responsible for the User's losses related to the difference in the User's account name for disbursement purposes;
 - c. Disburse the User's Digital Gold within a certain time, and send the User's money to the account in the name of the User that has been registered on the App.

Please ensure that you have read and understood each of the terms and conditions of the Gold Printing Feature above. These Gold Printing Feature Terms and Conditions may be modified and changed from time to time. Nanovest will notify the User via the App and/or email of any modifications, and/or changes to the Terms and Conditions of the Gold Printing Feature. The User's continued use of the App after receipt of such notification shall constitute the User's consent and acceptance of the modifications, and/or changes to the Terms and Conditions of the Gold Printing Feature.

Crypto Assets Transaction

These Crypto Assets Transaction terms and conditions ("Crypto Assets Investment Terms and Conditions") apply and bind PT Tumbuh Bersama Nano ("Nanovest"), as the manager Nanovest Application ("App"), and the App user that is registered and verified by Nanovest (hereinafter referred to as the "User"), in connection with the use of the App by the User relating to Crypto Assets Investment functions, via any gadget where the App is available and may be used. The User must read, understand as well as approve the entire content of these Crypto Assets Investment Terms and Conditions prior to the use of Crypto Assets Investment functions on the App.

"Crypto Assets Transaction" herein means transactions of crypto assets and its derivatives that are performed by a User by utilizing the features made available by Nanovest via the App.

That these Crypto Assets Investment Terms and Conditions are integral parts of Nanovest general Terms and Conditions.

1. GENERAL

In relation to the Crypto Assets Transaction services, the App acts in facilitating and act as a Digital Financial Asset Trader in accordance with the provisions of the applicable regulations tasked with facilitating Crypto Asset Transactions among the Users doing crypto assets transactions.

In using the App, Users are provided with facilities to manage and transaction of Crypto Assets, with the following scope:

- (a) purchase of Crypto Assets in Rupiah;
- (b) sale of Crypto Assets in Rupiah;
- (c) Crypto Asset Custody;
- (d) transfer of Crypto Assets between Users; dan
- (e) Deposit and withdraw Crypto Assets through crypto wallet,

("Services").

Crypto assets traded via the App are crypto assets that are registered under crypto assets that may be traded in the Crypto Assets Physical Market pursuant to Regulation of the Commodity Futures Trading Supervisory Agency related to Determination of the List of Tradable Crypto Assets on the Physical Market for Crypto Assets applicable in the Republic of Indonesia.

For more details on the scheme and method of transactions, Users may read and refer to section 6 on Transactions on these Crypto Assets Transactions Terms and Conditions.

2. RISKS

Risks of Trading Crypto Assets

The risks in trading Crypto Assets are very important for Users to understand. The understanding in question is how a Crypto Asset trade works so that they can

understand every term and condition that applies to the application. The explanation of the Risks of Trading Crypto Assets consists of 2 (two) parts, the first part briefly explains how a company that facilitates trading Crypto Assets ("Crypto Exchange") works like Nanovest, and the second part explains the terms and conditions of Users while using the Nanovest application to trade Crypto Assets:

2.1. Education

a) Basic introduction to how a Crypto Asset Exchange works

A centralized Crypto Exchange is basically a platform that brings together buyers and sellers of Crypto Assets. In this case, Nanovest and Users can act as buyers and sellers. If the user acts as a buyer, then Nanovest acts as a seller, and vice versa.

Although it looks simple, in reality the process of buying and selling needs to consider various market conditions at the time the Crypto Asset buying and selling transaction occurs so that in the transaction process, Users must understand the factors below so that User expectations are in accordance with the reality that occurs technically.

b) What is Crypto Asset Price and Market Liquidity

The Crypto Asset Price shown on the Nanovest application is the market price of the Crypto Asset. This market price can change automatically and depends on the price of the Crypto Asset on various other Crypto Asset Exchanges around the world.

When a User makes a Crypto Asset purchase transaction, it means that the User is buying a number of Crypto Assets, where Nanovest will sell Crypto Assets to the User. In this process, Nanovest is responsible for balancing 2 (two) things, namely: "Execution Price for Users", and "Crypto Asset Availability" or technically called "Market Liquidity".

The relationship between the two components is as follows:

(1) The better / bigger / higher the Market Liquidity, the better the Execution Price for Users. In the context of buying, it means the purchase price is cheaper (relative to the global market price). While in the context of selling, it means the selling price is more expensive (relative to the global market price).

(2) The worse / smaller / lower the Market Liquidity, the worse the Execution Price for Users. In the context of buying, it means the purchase price is more expensive. While in the context of selling, it means the selling price is cheaper.

c) Relationship between Market Liquidity and Crypto Assets

The more popular a Crypto Asset is, the better its Market Liquidity tends to be. Crypto Assets such as Bitcoin and Ethereum are among the Crypto Assets with the best liquidity, while unpopular Crypto Assets such as meme coins tend to have poor liquidity.

Poor market liquidity or asset availability or purchase/sales volume can disrupt the user's experience in making transactions or, under certain conditions, potentially result in transaction failure, and this is a normal thing and should be understood by users, especially those who frequently transact unpopular crypto assets.

d) Crypto Asset Naming

- Unlike the stock market, in Crypto Assets there are no legal provisions or regulations governing the naming and/or ticker of a crypto project carried out by a Crypto Asset developer. Thus, each crypto asset developer has the right to determine each Name and Ticker used to define or introduce a particular Crypto Asset, where it is very possible that the name of a crypto asset will be similar to one another as well as the ticker used will very likely have identical similarities between one and another. For this reason, Users are expected to understand and know in advance each crypto asset that is transacted.
- Changes to the name of a crypto asset on the ticker are very likely to occur when the crypto asset developer changes the name, in the event of this change, it can cause disruption to User transactions on an exchange.

In the event of any conditions as mentioned above that cause transaction or system disruptions as a result of similarity of names or tickers and changes in the name of Crypto Assets, Nanovest has the right to make every best effort to ensure that the User's transaction experience can run smoothly. Transaction monitoring and/or restrictions can be carried out with the consideration of providing the best service for each User.

e) Crypto Exchange Relationship with Crypto Asset Projects

In addition to liquidity issues, the experience of transacting a Crypto Asset is highly dependent on the Crypto Asset project itself. Where the following are things related to the Crypto Asset project that may have an impact on the relevant Crypto Asset transaction such as:

- Changes to the smart contract;
- Hacking activities/attempts on the Crypto Asset project;
- Rebranding, redenomination, merge tokens;
- And others.

If a Crypto Asset project is problematic, then at its own discretion Exchange (Nanovest) has the right to stop trading or is often referred to as delisting the Crypto Asset.

f) Crypto Asset Deposit and Withdraw

A Crypto Exchange must have a backup reserve of at least the same amount as the User's Crypto Assets. If the User requests accountability for Crypto Assets to Nanovest as an Exchange, then the Exchange is obliged to be able to account for the User's Crypto Assets. Currently in Indonesia this has been regulated in the Financial Services Authority regulations so that all Exchanges in Indonesia are required to comply with these regulations.

However, for the Deposit and Withdrawal features in the application, this feature depends on the technical development and availability of liquidity of the Crypto Assets concerned in an Exchange. If one of these two things has not been met, then in reality the Deposit and Withdrawal features cannot be used even though an exchange has met the User's backup reserve.

(f) Reporting

Nanovest as a company licensed as a Digital Financial Asset Trader is obliged to submit every report of User Crypto Asset transactions to the Exchange and the regulator, namely the Financial Services Authority. All reports are presented and

connected to the Exchange system and sent to the Financial Services Authority regularly. In terms of implementing or starting a Crypto Asset trade, Nanovest will always comply with the process of submitting and supervising Crypto Asset transactions to always be reported to the Exchange and the Financial Services Authority in accordance with applicable laws and regulations.

2.2. Advanced Terms and Conditions

a) Crypto Asset Trading

- (1) Nanovest may suspend at any time, which will prevent Users from making purchases and/or sales of Crypto Assets if:
 - i. The liquidity conditions of Crypto Assets in the market are poor.
 - ii. Crypto Assets are undergoing a name change (rebranding) or an increase/reduction in the ratio (redenomination).
 - iii. Network upgrade/development or smart-contract.
 - iv. There are disturbances that cause irregularities in Crypto Assets

- (2) **Crypto Asset Trading**

Nanovest has the right to delist Crypto Assets that are in suspension status due to poor liquidity. Delisting will be done a maximum of 14 (fourteen) working days since the coin was first in suspension status due to poor liquidity

The delisting process will refer to point (c) below.

- (3) **Slippage (Execution price differs from displayed price)**

Slippage is the difference between the price displayed on the Crypto Asset price page and the actual price when the transaction is made. Slippage occurs when ordering to buy or sell Crypto Assets. Slippage usually occurs when Market Liquidity conditions are low.

- (4) **Minimum and maximum transaction values**

- i. The minimum and maximum transaction values of Crypto Assets in the Nanovest application can be viewed in full on the page regarding ["What is the minimum and maximum amount of Crypto Asset buy/sell transactions?"](#)
- ii. The minimum and maximum transaction values of Crypto Assets can change at any time, depending on market conditions for the Crypto Asset in question.

b) Crypto Asset Deposit & Withdrawal

- (1) Nanovest has the right to determine whether a Crypto Asset is supported by the Crypto Asset Deposit & Withdrawal feature or not. Consideration for opening this feature depends on:
 - i. Technical readiness, namely the ability to connect to the network and related Crypto Assets and
 - ii. Availability of liquidity in the exchange.

(2) In the event that the Withdrawal feature is not opened on the Nanovest application, the User has the right to accept Nanovest's responsibility for ownership of the Crypto Asset. The methods include:

- i. If the User is in the "Platinum" category, the User can contact the relevant RO (relation officer) to make a Crypto Asset Withdrawal.
- ii. If the User is not in the "Platinum" category, the User can sell the Crypto Asset and then withdraw it in Rupiah.

The Platinum category is any User who has assets above or equal to IDR250,000,000 (two hundred and fifty million rupiah)

c) Crypto Asset Delisting

(1) Nanovest, based on its assessment and consideration, may at any time delist an asset which results in the User being unable to purchase and/or sell an asset if:

- i. Low Trading Volume and poor market liquidity: Low Trading Volume and poor market liquidity: If the volume and/or liquidity of the Crypto Asset market in the market is very poor for a maximum of 14 (fourteen) working days from the time the Crypto Asset is first suspended, then Nanovest has the right to delist the Crypto Asset.
- ii. Termination of the Asset Project: If the development team of the asset stops operating or does not show progress, Nanovest may decide to temporarily suspend or even delist the asset.
- iii. Security Issues: If the asset is proven to be involved in a security breach or is considered a scam, Nanovest will delist the asset to protect the User.
- iv. Technical Issues: Issues such as blockchain instability or technical difficulties that affect trading and transaction deletion.
- v. Communication & Token Owner Response: If the project owner of the asset is not responsive and slow in responding to issues, Nanovest will consider delisting the asset.
- vi. Regulator Order: The Regulator or Exchange, upon its authority, has the authority to stop trading or remove a Crypto Asset from the Crypto Asset list.

(2) If a delisting occurs, what happens to User Crypto Assets and how is the Nanovest refund process?

- i. Nanovest will send an official notification regarding the implementation of the delisting along with complete information on the date and time of implementation to the User within maximum of 14 (fourteen) working days before the delisting date via email and other notification media deemed appropriate by Nanovest so that it can be known by the user before delisting implementation date. Sending a notification to the User via the registered user email channel shall be considered as a form of official notification containing complete information on the delisting along with the method of withdrawal or sale of Crypto Assets as stated in the information provided in the email.

- ii. **It is important for the User to note and understand that if the User**, that if the User still has Crypto Assets that will be delisted or deleted and has not sold or withdraw the Crypto Assets until the delisting date, Nanovest will process a refund/return of the Crypto Assets to balance on the User Crypto Cash Wallet within a maximum of 7 (seven) working days from the date the Crypto Assets were delisted on the Nanovest application.
- iii. The nominal Crypto Asset refund is based on the price determined by Nanovest and depends on:
 - 1) **Mid price in the market.** Refunds are made on the delisting date so there may be a price difference compared to the price of the Crypto Asset when the announcement was made.
 - 2) **Slippage.** If the liquidity conditions of crypto assets in the market are thin / poor, then slippage is likely to be large. The implication of Slippage is that the selling price or refund price will be smaller than the mid price seen on other platforms.
 - 3) **Tax.** As with crypto asset sales transactions in general, they will be subject to tax as regulated under the Tax Office, then refund transactions are also subject to similar taxes.
- iv. In the process of returning to the user's balance, the three things in point (iii) above allow the amount of refund received by the user to be smaller than the amount displayed on the Application or calculated at prices on other platforms and even become 0 (zero)
- v. If the user has Crypto Assets when the delisting process has occurred, Nanovest will send information regarding the refund to the user's email registered in the Application.

Users are expected to follow every instruction and carefully read every piece of notification / information that Nanovest conveys to Users via the delisting notification email channel and other channels to protect Users from the risk of ongoing losses as a result of the delisting process.

Users hereby fully and unconditionally releases, discharges, and forever acquires Nanovest, its officers, employees, agents, and affiliates from any and all claims, demands, actions, liabilities, damages, or causes of action, whether known or unknown, arising out of or in connection with failure to acknowledge or respond to this notice within the specified time above.

d) Hidden Gems

- (1) Crypto Assets included in the Hidden Gems category are a type of Crypto Asset that has been marked, categorized, or given a label "Hidden Gem" by Nanovest on the App. Assets in this category generally have higher risks and price volatility compared to other assets. Crypto assets may rise drastically and fall drastically at any time. Users are expected to do research before making transactions with these Crypto Assets.
- (2) The three things regulated above ("Crypto Asset Trading", "Crypto Asset Deposit & Withdrawal", and "Crypto Asset Delisting") also apply to Crypto

Assets contained in Hidden Gems. Moreover, due to the worse market conditions for Hidden Gem coins, the possibility of User inconvenience will be greater. The inconveniences that may occur are as follows:

- i. Crypto assets are suspended without notice
- ii. High transaction slippage
- iii. Low maximum transaction value
- iv. Transactions fail
- v. Crypto Asset Deposit and Withdrawal features are not opened
- vi. Crypto Asset Deposit or Withdrawal transactions fail
- vii. Crypto Assets are delisted at any time

e) Transaction Fee

In addition to any information on transaction costs listed in the PRICE AND TRANSACTION FEES provisions, specifically for Crypto Asset Transactions, Exchange and Clearing House Fees which will subsequently be displayed with the term "SRO Fee" within the Application, where this SRO Fee will always be applied in accordance with the provisions of the exchange and clearing house in effect from time to time as will be informed by Nanovest directly to Users or through other communication media used by Nanovest.

Service Risks

As a risk of the utilization of our Services the User may lose all of its asset value in Crypto Assets that are available on the App. Accordingly, Users are advised not to use any monies that the Users can not afford to lose. Prior to utilizing the Services and do the Crypto Asset Transaction, Users must read and consider all potential risks based on source of income, experience and risk tolerance of each User. If deemed necessary, Users may consult with their investment and financial advisor prior to utilizing the Services. Users must understand the risks that are associated with the Services, among others:

- (a) Actual profits and losses that Users experience may be varied depending on several factors, including but not limited to, market behavior, market change as well as amount of Crypto Assets invested by the User.
- (b) Users Crypto Assets transactions value may increase or decrease instantly depending on existing market conditions.
- (c) Prior investment performance is not a future investment performance guideline.
- (d) Poor market risk and causing no transaction volume for certain Crypto Assets and the inability or difficulty of selling Crypto Assets already owned by Customers. As well as the delisting process as a result of poor market liquidity conditions for the Crypto Assets.

App Risks

When a User consummates a transaction via any applications, including via the App, there will always be a risk of disruption and/or risk of transaction failure and/or loss of monies due to:

- (a) failures and damages on the computer, handphone or other gadgets that you use (including the battery);
- (b) unstable internet connection, that results in Users unable to connect with the App or Users may be connected, while such unstable connection result in delays that carry a risk in the placement and activity of your transactions;
- (c) hacking performed by other parties, whether direct hacking on the App, hacking of the software, as well as malicious links that enable hackers to gain or use access to information and/or assets of the User;
- (d) your device is incompatible with, or does not meet the system specification of the App, including due to errors in settings or operating systems of your gadget which do not meet with the requirements;
- (e) system failures on the App, or failures on the hardwares and softwares on the gadget that the User uses; and
- (f) User's noncompliance of these Crypto Assets Terms and Conditions that may result in suspension or blocking of the User Account.
- (g) system disruptions or errors that cause price changes or errors as a result of errors or changes in name and/or ticker that occur outside of Nanovest's authority.

Nanovest will use appropriate and reasonable technical, supervisory and security measures to keep the Application safe and free from viruses, interference and errors. However, no matter how effective this technology is, no security system is completely secure and impenetrable or free from system interference. Therefore, Nanovest cannot guarantee the complete security of the Nanovest database and Nanovest cannot guarantee that the information you provide will not be intercepted/interfered with while being transmitted to Nanovest.

By opening an account on the App and registering for Crypto Assets transactions, the User is deemed to approve and acknowledge that the User has read and understood the potential risks.

Nanovest Limitation of Liability

Tradings may be ceased at any time by the authority without prior notice to the User. On open position that may be held by a User upon a cease of transaction, it will be settled (liquidated) pursuant to the laws or regulations issued by such authority, and all losses as well as costs as a result of the cessation of transactions by the trading authorities, shall be fully borne by, and be the liability of the User.

3. COLLECTION AND PROTECTION OF USER DATA

In conducting its business activities and in improving services on the App, Nanovest shall also request for and collect data, as well as transfer User data if there is a legal obligation to disclose such data to government agencies as well as to parties in cooperation with Nanovest ("Vendor") to enable the User to undertake transactions on the App. Please be aware that to protect Users' data and to comply with the applicable laws, Nanovest will only provide data to Vendors upon approval from the User.

Data Collection

Users' Data are collected by Nanovest in several ways, namely:

- (a) through forms or applications by a potential user. Data collected at this stage are personal identities of the potential user such as Citizenship Registration Number (NIK) for Indonesian citizens, Passport number and Permanent Stay Permit Card or Limited Stay Permit Card for foreign citizens, Users name according to Identity Card (KTP)/Passport, place and date of birth according to Identity Card (KTP/ Passport/ Permanent Stay Permit Card, residing address, employment address, annual income, estimated properties, as well as valid HP number and email address;
- (b) certain banking data that are provided by Users when Users intend to withdraw money;
- (c) transaction activities data, search activities data on the App, news reading activities, and other activities conducted by the User on the App;
- (d) biometrics data provided by the user, being data consisting of facial features and other body parts uploaded by the User on the App;
- (e) location data delivered by the system when reading App usages at a certain location or area;
- (f) technical data obtained when a User is using the App. Such technical data include Internet Protocol (IP) address, website information, duration of App usages or website visits, gadget when using the internet, advertisements, and other relevant matters;
- (g) interaction data with our customer service;
- (h) other data collection mechanism performed by Nanovest (including via the App);
- (i) other sources in cooperation with Nanovest, where Users have granted their approval to permit the transfer of data of such Users.

Before Users are able to use the App and services provided by Nanovest, the Users will firstly be requested to approve these Privacy Policies (including on the collection of personal data as mentioned above). Specifically on personal data collection via local data access and system data that are in the User's gadget, Nanovest will request prior approval before having access to the same, including access to photos, voices, cameras, and other features of gadgets used by the User.

Completeness of Users' data will be useful for the App to present great impressions and experiences to the Users in using the App. Nanovest is also of the view that protection of personal information is a very important requirement as required under the applicable laws and regulations. Nanovest, with its best efforts, will maintain, protect and use Users data with strict and appropriate control procedures.

4. USERS REPRESENTATIONS

The User hereby authorizes Nanovest to act for and act as a party fully authorized by the User, based on any order, instruction and communication provided by the User to Nano via the App or other media made available by Nano, without the requirement for Nanovest to further investigate on the authenticity, authority or identity of the person providing or intending to provide such instruction and without reference to the circumstances at the time. All orders, instructions and communications provided by the

User to Nano via the App will be deemed to be a direct order, instruction and communication of the User, as the User is obligated to protect the User data access on the App from other parties. The User hereby agrees to be fully liable to Nanovest and releases Nanovest of any agreements, charges, or other liabilities created or incurred on behalf of the User in connection with the use of the App by the User.

5. TRANSACTIONS

General Terms for Transactions

- Users may only commence to transact once the Know-Your-Customer (KYC) processes have been approved by Nanovest.
- Unlike the Indonesian Stock Exchange, in conducting trading, Crypto Assets tradings are available 24 (twenty four) hours for 7 (seven) days, so that the Users have the freedom to perform any Crypto Assets trading activities, unless during extraordinary situations that result in the Crypto Assets tradings completely unable to be undertaken.
- Crypto Assets transactions may be fractional, where it allows you to purchase the assets based on the User's capital amount that such User invests (crypto assets amount earned will be according to the capital amount). As a reference of fractional trading, crypto assets can be in decimal form (e.g. 1.0234 BTC).
- In the event that the transactions are successful, the App will display preview of crypto assets ownership of the User.
- Nanovest is entitled, without the User's approval, to liquidate and/or hold Crypto assets owned by the User in the event that the User is categorized as an Account that meets the criteria as referred in the App Account section letter A number 8 above. Upon such occurrence, Nanovest shall inform and/or notify the relevant User.
- Nanovest shall inform or notify any rejection, invalidation, or delay of transactions to the relevant Users with the underlying reasons. In the event that Nanovest deems that such rejection, invalidation or delay must be immediately conducted, such information/notice to the User shall be made as soon as the rejection, invalidation or delay is performed by Nanovest. The rejection, cancellation or postponement of Crypto Asset Transactions as referred to is to provide an opportunity for Nanovest to carry out further supervision and/or investigation of a suspicious issue or transaction.

Purchase Transactions on the App

- When a User grants a purchase instruction via the App, the User shall ensure that it has sufficient Balance for such transaction on the User Crypto Cash Wallet.
- Upon receipt of such purchase instruction and Nanovest deems that the transaction may be performed, Nanovest will process such transactions by withdrawing the User's funds and deliver the Crypto Assets to the User.
- By clicking the "purchase" button on the App, Users authorize Nanovest to transact at the purchase rate at the time and approve the incurrence and the amount of the relevant conversion charges.
- Nanovest will use its best efforts to complete all Crypto Assets purchases, but we may not be able to do so at times. In such an event, we will notify the Users and request the Users to retry the purchase with the current rate.

Sale Transactions on the App

- When a User grants a sale instruction via the App, Nanovest will process the sale of the User's Crypto Assets to another User.
- Users acknowledge that the sell rate may not be the same as the purchase rate at a certain time. Users agree to accept any rate at the time the Users authorize a transaction.
- By clicking the "sell" button on the App, Users authorize Nanovest to transact at the sell rate at the time and approve the conversion fee and the amount of the relevant conversion charges.

Deposits and Withdrawals Crypto Asset

- Nanovest supports deposits and withdrawals in Crypto Asset, as permitted by the Republic of Indonesian regulatory requirements.
- Nanovest reserves the right to charge fees for withdrawal Crypto Asset transactions. Nanovest will provide the details of withdrawal transaction, including but not limited to the network fee and withdrawal fee before Users can submit their withdrawal process. Specifically for the IDDR Crypto Asset, Deposit and Withdrawal process can be conducted through the Minting and/or Burning mechanism if the transaction involves Rupiah currency as either the source or the destination of the transaction, as also applies to the Digital Asset Transfer Service Between Users. In the context of Deposits and Withdrawals Crypto Asset, the Minting mechanism will be needed when there is a process of converting fiat Rupiah currency into crypto assets or tokens to be used in the Crypto Asset Withdrawal process through the blockchain network. Burning in this context will be needed when there is a process of converting crypto assets or tokens into fiat (IDR) currency which is carried out after the User receives the Crypto Asset Deposit through the blockchain network.
- Users must ensure that they have a valid and secure wallet address before initiating a withdrawal. Withdrawals of the Crypto Asset will be implemented only after the User has provided the necessary data required by Nanovest if the nature, purpose and the KYT/AML risk assessment of the ordered Transaction does not raise any doubt.

Providing an incorrect destination wallet address will result in your Crypto Asset not being delivered to your intended wallet address of the recipient and being irretrievably lost. Nanovest is not responsible for any losses you may incur as a result of your providing incorrect destination wallet address. You will be charged a network fee in order to send Crypto Asset to another wallet address, and if the Crypto Asset amount in Nanovest is less than the applicable network fee, you will not be able to withdraw your Crypto Asset.

- Users cannot reverse, cancel, or change any Withdrawal transaction once it has been authorized.
- In the case of deposits of Crypto to your User Account, your deposit will typically take between one minute to one hour (depending on traffic, network disruptions, downtime and other factors).
- In the case of withdrawals of Crypto Asset, your receipt of such a transaction will typically be one minute to one hour (depending on traffic, network disruptions, downtime and other factors).

- Crypto Asset deposits will generally be credited to your User Account only after the requisite number of network confirmations have occurred on the blockchain for the deposited Crypto Asset. Nanovest makes no guarantee regarding the timing for completing any transfer, which may depend on third party actions that are outside of Nanovest's control.
- In addition, because Nanovest securely stores all Crypto Asset private keys in its control in a combination of online and offline storage and it may be necessary for Nanovest to retrieve certain information from offline storage in order to facilitate a transfer of Crypto Asset in accordance with your instructions, the initiation or crediting of such transfer may be delayed for 48 hours or more.
- Deleted Crypto Assets that cannot be withdrawn by the User due to objective technical impossibility (such as the liquidation of the crypto assets to be deleted does not exist or poor). In such cases, the User's right to claim the equivalent of the deleted Crypto is excluded
- RESTRICTED ACTIVITIES. If Nanovest believes that the User engaged in restricted activities, Nanovest will have the rights to take a number of actions to protect and secure its platform. In addition to such actions, Nanovest may include, but not limited to, limiting the User's access in Nanovest's platform, suspending or locking the User Account, limiting the ability to do transaction (buy & sell), deposit, and withdrawal. The User authorized Nanovest to seize their Crypto Asset if Nanovest at sole discretion believed a transaction relating to such Crypto involves money laundering, terrorist financing, fraud, and any criminal actions.
- Nanovest is obliged to conduct an in-depth examination or conduct an investigation related to User Crypto Asset Transactions in the event of any indication of suspicious transactions, including reporting to the authorities in accordance with the provisions of applicable laws and regulations.
- Nanovest can't guarantee the recovery of unexpected deposits from the user.

Limitation on Crypto Assets Transactions

Users are subject to transaction volume limits, that are denominated in IDR, in a certain period (e.g daily). Users may have different transaction limits. Such limits may be affected by various factors, among others with reference to the KYC or subject to the applicable provisions of Nanovest.

Failure in Transactions

Crypto Assets purchases by Users may fail if the transacted Crypto Assets are not available or have poor liquidity in the market.

Rejection, Cancellation or Suspension of Transactions

- (a) Nanovest reserves the right to refuse, cancel or suspend a Crypto Asset Transactions if Nanovest is in the opinion that such transactions are intended for activities in violation of the prevailing laws and regulations in Indonesia or internationally applicable laws ("Laws").
- (b) Users acknowledge and agree that Nanovest must refuse to process any transactions as permitted by Laws.
- (c) Nanovest is fully authorized to monitor users in order to prevent all types of crime, including locking the user account in terms of nanovest getting an indication of

suspicious transactions on the user's account after the transaction is carried out by the user. At this stage Nanovest will inform users to the reasons for locking and conduct further analysis via email and/or other notifications, where the user is obliged to follow every applicable procedure in Nanovest in accordance with the applicable laws and regulations.

- (d) Users acknowledge that Nanovest is subject to the applicable laws and regulations in Indonesia. Users hereby agree to provide any information including but not limited to name, age, address, income, properties, debts and other information to Nanovest, as permitted by Laws.
- (e) In the event of a suspicious transaction undertaken in Nanovest, Nanovest is fully authorized to block the User's activities as well as to deactivate such User's account with Nanovest for further investigation.

6. TRANSACTION COMMISSION

The User acknowledges and agrees that on any transactions made via the App, Nanovest is entitled to collect commissions on the User transaction that will be displayed prior to the User entering into the transaction, in the amount as determined by Nanovest from time to time. The App will not process the transaction if the User does not agree to the commissions charged on such transaction.

7. SUPERVISION

Nanovest complies with all applicable Indonesian laws and regulations, including those related to anti-money laundering and counter-terrorism financing. Nanovest may require additional information from users in order to comply with the applicable regulation requirements.

Nanovest may and will always supervise and investigate any transactions made by the Users. In the event that a User violates the Crypto Assets Transaction Terms and Conditions as well as other terms set forth by Nanovest, we will record the same as a violation and we may impose sanctions to the offender.

In addition, in supporting the Anti Money Laundering and Counter Terrorism Financing (“**AML-CFT**”) program and other related regulations ordered by the government, Nanovest by all means will monitor and comply with the applicable laws and regulations. In accordance with the applicable laws and regulations, Nanovest is categorized as a Reporter, that is obligated by the government to report any suspicious transactions made by the Users as governed under the laws and regulations.

Nanovest has the right to terminate any account or transaction that is suspected of having the potential to violate applicable laws and regulations in Indonesia. In the event that the User is proven to have undertaken a suspicious transaction which violates the applicable laws and regulations, the User hereby authorizes Nanovest to debit the crypto assets in the portfolio of the User to indemnify Nanovest of any losses incurred as a result of such transaction, without prejudice to the rights to claim indemnification on all losses incurred as a result of such transaction and the User hereby agrees that the User is not obligated to refund any funds which credits are suspended by the User or funds that are blocked prior to verification processes.

8. MAINTENANCE

To maintain and improve the quality of Services, Nanovest will always update and maintain the App ("**Maintenances**"). Maintenance may be performed by Nanovest periodically or on an ad hoc basis. Periodical Maintenances will be performed 1 (one) time per month, and Nanovest is obligated to notify the Maintenance schedule to the User at least 2 days (48 hours) in advance prior to the commencement of the periodical Maintenance.

In the event of unavoidable circumstances that require Nanovest to perform Maintenances, Nanovest shall notify the Users immediately with the reasons of such ad hoc Maintenances. In its notice, Nanovest is obligated to remind that during the Maintenances, no User activities in carrying out Crypto Asset Transactions will be processed by the system.

In the event that Nanovest has complied with the appropriate notification procedures concerning the Maintenances to the User, Nanovest may not be claimed for any failed transactions that are made during the Maintenances.

9. FORCE MAJEURE

Force Majeure means any events outside of the control and capability of Nanovest that affects the implementation of services that are provided by Nanovest (including via the App) to the User in relation the Crypto Assets Transaction, among others including but not limited to:

- (a) Earthquakes, hurricanes, floods, landslides, volcanic eruptions and other natural disasters;
- (b) Wars, demonstrations, riots, terrorism, sabotages, embargoes, and mass strikes; and
- (c) Economic and government policies that has direct effects.

Provided that Nanovest has performed all of its obligations in accordance with the applicable laws and regulations in relation to the occurrence of such Force Majeure, Nanovest will not provide any indemnities and/or accountabilities in any form to the User or other party of any risks, liabilities and claims that may arise in connection with any delays as well as non-fulfilment of obligations due to a Force Majeure.

10. GOVERNING LAW AND DISPUTE RESOLUTIONS

These Crypto Assets Investment Terms and Conditions are governed and interpreted based on the laws applicable in the territory of the Republic of Indonesia.

In the event of disputes between Nanovest with a User, the dispute settlement will be subject to the courts jurisdiction in Indonesia, to the extent that the parties agree not to select other jurisdictions. There are several settlement mechanism, namely:

- (i) Such dispute will firstly be settled amicably by the user and Nanovest via mediation, or other forms of resolutions arising out of dispute settlement in connection with transactions related to futures contracts namely those determined by the relevant futures exchange (as set out under Law Number 10 of 2011 concerning Amendment to Law Number 32 of 1997 Commodity Futures Trading), which is provided by PT Central Finansial X (CFX – Crypto Exchange);
- (ii) Online dispute settlement method will be considered by Nanovest in the future (if any);

(iii) In the event that no settlement is reached within 30 (thirty days) using both processes above, further Dispute settlement process may be undertaken via courts or outside of courts. In the event that the Dispute settlement is undertaken outside of courts, a mechanism that may be selected is an arbitration forum. Arbitration may be undertaken via Indonesian National Arbitration Board (*Badan Arbitrase Nasional Indonesia/BANI*) or Alternative Dispute Resolution Institution appointed by the Financial Services Authority.

This Arbitration Agreement supersedes the parties' rights to submit the dispute in court, and the court is not authorized to try the parties bound in an Arbitration Agreement.

11. PASSING AWAY OF THE USER

In the event that the User passes away, Nanovest is entitled to request a valid copy of the death certificate, inheritance statements, wills, and other documents that Nanovest, in its opinion, deems necessary to know the entitled party to receive the User's inheritances.

12. NANOVEST CEASE TO OPERATE

In the event that any certain circumstances result in the App and/or Nanovest to be ceased and not operating, Nanovest will take any goodwill and reasonable actions to return the assets owned by the Users. Such return of assets will be made by Nanovest by withdrawing crypto assets and/or monies owned by the User on the App, that will be transferred to the User account that is registered on the App.

Nanovest will inform all Users of such events. Nanovest will announce that Nano will cease operation of the App in 30 days ("**Closing Period**"). During the Closing Period, Nanovest will:

- a. Cease and/or not process any transactions requested by the User;
- b. Request the User to ensure if the account registered on the App for withdrawal purposes conforms with an account owned by the User. If the User has not registered any User account for withdrawals, the User must register such an account. If the User intends to change the withdrawal account, the User may contact Nanovest customer service. Withdrawal account must be under the name of the User. The Users understand that Nanovest will not process and is not liable over any of its losses in relation to the difference in names of the User account for withdrawal purposes;
- c. Withdraw User's portfolio in a certain period of time, and transfer the User monies to the account under the name of the User that is registered on the app.

These Crypto Assets Transaction Terms and Conditions may be modified and amended from time to time. Nanovest shall notify the Users via the App and/or email of any modification and/or amendment on the Crypto Assets Transaction Terms and Conditions. Continuous use of the App by a User upon receipt of such notice constitutes the User's approval and acceptance on the modification and/or amendment of the Crypto Assets Transaction Terms and Conditions.

NANOSTAKING FEATURES

The following terms & conditions & trading rules govern the use of the Nano Staking Feature (“Terms & Conditions and Trading Rules of Staking Feature”) and govern the relationship between PT Tumbuh Bersama Nano (“**Nanovest**”) and its User (furthermore referred to as “**User**”) with all changes from time to time. The Terms & Conditions and Trading Rules of Staking Feature are an integral part of the Nanovest Terms and Conditions. In the event of any differences in the provisions regarding the use of the Staking Feature at Nanovest with the Terms & Conditions and Trading Rules of Staking Feature, the provisions in the Terms & Conditions and Trading Rules of Staking Feature shall apply.

Users are required to first read, understand and agree to the Terms & Conditions and Trading Rules of the Staking Feature before using the Staking Feature available on Nanovest. By using this Staking Feature, User agrees to all applicable Terms and Conditions and Trading Rules of the Staking Feature. **Please do not use the Staking Feature if User does not agree to the Terms & Conditions and Trading Rules of Staking Feature.**

1. DEFINITION

All capitalized terms used in these Terms & Conditions and Trading Rules of Staking Feature have the same meaning as defined in the **Terms and Conditions of Use and Services contained in the Nanovest Crypto Application**, unless otherwise defined in these Staking Feature Terms and Conditions.

- a. **Annual Percentage Yield (APY)** is an indicative percentage of the annual Staking Reward amount that a User can earn from using the Staking Feature that fluctuates, as implemented by Nanovest from time to time, and is subject to and subject to the rules and conditions of the blockchain protocol used.
- b. **Crypto Asset Staking** is a Crypto Asset in a certain amount and a certain type of Crypto Asset that has been allocated by the User to be included in the Staking Feature in order to obtain Staking Rewards in accordance with the type and list of Crypto Asset and staking provisions applicable at Nanovest from time to time.
- c. **Slashing Coverage Limits** means as stated in Article 6.d of these Terms & Conditions and Trading Rules of Staking Feature.
- d. **Cut-Off Time** means the calculation time span for Staking Rewards which will be calculated based on the capture/snapshot of the balance of each User's Crypto Asset that has been deposited in the Staking Feature every 23.59.
- e. **Staking Features** is one of the features in the Staking Feature provided by Nanovest to User to grow the value of their Crypto Asset portfolio, where User can perform Staking to obtain Staking Rewards according to the Staking Period.
- f. **Staking Features** are features that Nanovest currently or in the future provides to User to grow the value of their Crypto Asset portfolio.
- g. **Staking Withdrawal** is the withdrawal of Staking Crypto Assets from the Staking Feature.
- h. **Staking Deposit** is the deposit of Crypto Assets to the Staking Features.

- i. **Staking Period** is the period of time for the User to allocate Staking Crypto Assets in the Staking Feature, which is calculated from the Effective Date of Staking Deposit to the date of the Staking Withdrawal request submitted by the User.
- j. **Slashing** is a disciplinary action or penalty imposed by a particular blockchain network in the form of withholding some or all of the Staking Crypto Assets.
- k. **Stake/Staking** is a process in which a User delegates a certain amount of his Crypto Assets to the blockchain network with the aim of participating to validate Crypto Asset transactions in the blockchain to obtain Staking Rewards or rewards based on the Proof of Stake consensus mechanism.
- l. **Staking Rewards** is a form of incentive in the form of the same Crypto Asset type as the Staking Crypto Asset that is given to User who participate in the Staking Feature according to the Staking Period. The Staking Reward will be calculated based on Calendar days without a grace period. The provision of Staking Rewards will always refer to the calculations listed in the Application and may be amended from time to time.
- m. **Effective Date of Staking Withdrawal** is the date on which the Staking Withdrawal has been successfully carried out.
- n. **Effective Date of Staking Deposit** is the date on which the Staking Deposit has been successfully made.

2. STAKING FEATURE MECHANISM

Before starting to perform Staking Features, Users are required to follow all applicable provisions at Nanovest, including but not limited to completing KYC procedures and complying to the KYT process in accordance with applicable provisions.

a. Staking Deposit Mechanism

- 1) Before making a Staking Deposit, the User must select the amount and type of Crypto Assets they wish to allocate as Staking Crypto Assets.
- 2) The User understands that during the Staking Period, Staking Crypto Assets cannot be traded or transferred to any wallet, unless the User has submitted a Staking Withdrawal instruction to Nanovest.
- 3) The User understands that Nanovest has the right at any time to amend, add and/or reduce some or all of the terms of the Staking Deposit activation processing period with or without prior notice to the User. The Staking Deposit activation processing period will be stated in the Staking Feature in the Application, therefore the User agrees that the User is responsible for reviewing the Staking Feature in the Application regularly to be aware of the latest changes to the applicable Staking Deposit activation processing period.
- 4) The User understands that Nanovest has the right at any time not to execute and/or process Staking Deposit instructions submitted by the User at Nanovest's discretion in the event of any suspicious indications regarding the User's transactions, and the User hereby releases Nanovest from all claims, lawsuits and other legal consequences for the failure to process such instructions.

b. Staking Withdrawal Mechanism

- 1) Customers can make staking withdrawals in accordance with the provisions applicable to each available staking product along with the Staking Rewards that have been obtained by the Customer.
- 2) After the Staking Withdrawal Effective Date, the User's Staking Crypto Assets will be immediately returned to the User's Crypto Asset portfolio which can then be traded or transferred via the Application.
- 3) The User understands that Nanovest has the right at any time to change, add and/or reduce some or all of the terms of the Staking Withdrawal processing period with/or without prior notice to the User. The Staking Withdrawal processing period will be stated in the Staking Feature in the Application, therefore the User agrees that the User is responsible for reviewing the Staking Feature in the Application regularly to be aware of the latest changes to the applicable Staking Withdrawal processing period.
- 4) The User understands and agrees that the Staking Withdrawal mechanism as set out above depends on the rules and provisions of the applicable blockchain protocol. In connection with this, the User hereby releases Nanovest from all responsibilities, obligations, lawsuits, demands, and/or other legal consequences in any form for any losses, loss of profits, delays or failures in any form in the Staking Withdrawal process.

3. FEATURES IN STAKING FEATURE

NanoStaking ETH product

User understands and agrees that in providing Staking Features, Nanovest may from time to time implement other features to grow the value of the User's portfolio. The mechanism of each feature implemented by Nanovest will depend on the rules and regulations of Nanovest and the applicable blockchain protocol (as relevant) on the Crypto Assets Staking by the User. Nanovest also ensures the security of the User's Crypto Assets where in the Staking Feature process, the Crypto Assets are in a wallet managed by Nanovest itself so that the entire process will always be safe.

In participating in the NanoStaking feature of this ETH product, Users are permitted to complete transactions or cancel or unstake at any time without a minimum ETH crypto asset locking period.

Nanovest has the right at any time to amend, add and/or reduce some or all of the provisions and/or mechanisms of the features in the Staking Feature, with/or without prior notification to the User.

By using the Staking Feature, Nanovest is responsible for any cyber risks arising from system failures in the Application that may result in failure in the Staking Deposit and/or Staking Withdrawal process that may result in the loss or reduction of User Crypto Assets, unless such matter arises as a result of User's negligence.

By using the Staking Feature, the User hereby declares that they will submit themselves to every mechanism, rule and provision of the features implemented in the Staking Feature, and releases Nanovest from all responsibilities, obligations, lawsuits, demands, and/or other legal consequences in any form for any losses, loss of profits, delays or failures in any form in connection with the implementation of the features in the Staking Feature.

4. STAKING REWARD TERMS

- 1) Staking Rewards will be calculated based on the Cut-Off Time each day.
- 2) The calculation of the daily Staking Reward is based on the formula ((APY applicable each day/365).* The amount of Staking Crypto Asset balance used in the Staking Feature feature at the Cut-Off Time of the previous day).

Example:

ETH Staking

If a User makes a Staking deposit of 10 ETH on Monday at 21.00 WIB and the User's total Staking balance is 10 ETH at 23.59 WIB, the system will calculate the Staking Rewards based on the User's Staking balance on Monday at 23.59 WIB and the User will start getting Staking Rewards on Tuesday at around 01.00 WIB with the following calculation:

$$\begin{aligned}\text{Total Rewards} &= \text{Balance At Cut-off Time} * \text{APY} / 365 \\ &= 10 \text{ ETH} * 2\% / 365 \\ &= 0.0005479 \text{ ETH}\end{aligned}$$

- 3) The User understands that the APY on Staking Rewards displayed is an indicative percentage that is subject to fluctuation (may change), as implemented by Nanovest from time to time, and depends on and is subject to the rules and conditions of each feature in the Staking Feature, as well as the blockchain protocol used.
- 4) If the User makes additional Staking Crypto Assets that to be put in the Staking Feature, the Staking Reward for the additional Staking Crypto Assets will be calculated from the Effective Date of Deposit for the newly added Staking Crypto Assets by the User.
- 5) Users may withdraw or liquidate partial or all of the accumulated Staking Assets by submitting a Staking withdrawal request in accordance with the provisions of each feature in the Staking Feature, as stipulated in Article 2 letter (b) of the Terms and Conditions of this Staking Feature.
- 6) All Staking Reward calculations will be carried out using a percentage (%) on an annual basis with the results of Crypto Assets of the same type as the Crypto Assets staked by the User.
- 7) Users understand that Nanovest has the right at any time to amend, add and/or reduce some or all of the provisions related to the Staking Reward calculation formula, APY amount, and Staking Reward withdrawal mechanism with or without prior notification to the User.
- 8) For marketing purposes, Nanovest is authorized to provide additional Staking Rewards in accordance with the policies that Nanovest will implement from time to time.

5. FEES AND TAXES

Users understand and agree that the User will be responsible for all tax payments and other fees charged based on the use of the Staking Features and Staking Rewards

obtained by the User except for the gas fee applicable in the Staking process which will be fully borne by Nanovest.

Nanovest will not provide advice or guidance regarding User's tax obligations. Users are advised to consult their personal tax consultants regarding tax payments, and Nanovest is not responsible for User's taxes.

6. STAKING FEATURES RISKS AND DISCLAIMER

- a. Crypto Asset Trading is a high-risk activity. Staking Features including Crypto Asset Staking activities are high-risk activities and must be performed by paying attention to changes in value (fluctuations) that can occur in each Crypto Asset. Crypto Asset prices are fluctuating, where prices can change significantly over time. In connection with price fluctuations, the value of Crypto Assets may increase or decrease significantly at any time. All Crypto Assets have the potential to experience drastic changes in value or even become worthless. There is a high risk of loss or damage as a result of using the Staking Feature and Nanovest is not responsible for changes in the exchange rate fluctuations of Crypto Assets during the Staking Period.
- b. Crypto Assets placed in the Staking Feature will be subject to the rules and regulations of the blockchain protocol used, including but not limited to bonding, locking, blocking, freezing periods, and other mechanisms applicable during the Staking Period. The features in the Staking Feature on the Application may be affected by certain risks, User represents that the User has sufficient knowledge and skills to use the features in the Staking Feature and understands distributed ledger/blockchain technology, Staking, accounts, keys, and the details and protocols of the blockchain used.
- c. The APY percentage displayed on each Crypto Asset Staking on the Application is fluctuating, may change from time to time, and depends on and is subject to the rules and regulations of the blockchain protocol used. User understand that due to changes in the APY percentage, the amount of Staking Rewards received each day may vary and may differ from the APY Percentage displayed when the User starts using the Staking Feature. User understand that Nanovest has the right to change, increase and/or decrease the amount of APY at any time, without prior approval or notification to the User. In connection with this, the User hereby releases Nanovest from all responsibilities, obligations, lawsuits, demands, and/or other legal consequences in any form for any losses, loss of profits, in any form due to changes/fluctuations in the APY percentage and the amount of Staking Rewards during the Staking Period.
- d. In connection with the risk of Slashing, the User understands that Nanovest will only guarantee the User's losses caused by the risk of Slashing in the amount of the Crypto Staking Asset ("**Slashing Coverage Limit**"). The User releases Nanovest from all forms of responsibility, obligations, lawsuits, demands, and/or other legal consequences in any form to the User or any party for any losses, claims, and/or demands that arise or may be experienced by the User outside the Slashing Coverage Limit and/or that are not caused by Slashing.
- e. The User understands that in providing Staking Features to the User, Nanovest will be subject to the rules and regulations of the blockchain protocol used. In case of the following events, including but not limited to: (i) delay or failure of the Staking Deposit process; (ii) delay or failure of the Staking Withdrawal process; (iii) loss of Staking Crypto Assets; (iv) delay or failure of Staking Rewards; (v) and/or other

detrimental actions, User releases Nanovest from all responsibilities, obligations, lawsuits, demands, and/or other legal consequences in any form whatsoever to the User or any party for any losses, claims, and/or demands that arise or may be experienced by the User.

- f. User release Nanovest from all responsibilities, obligations, claims or demands in any form whatsoever in connection with/or arising from:
 - 1) all actions and/or policies of Nanovest as stipulated in the Terms & Conditions and Trading Rules of Staking Feature mentioned above;
 - 2) delays or discrepancies when entering instructions in the Staking Feature caused by the User's negligence;
 - 3) changes/fluctuations in the APY percentage and the amount of Staking Rewards during the Staking Period;
 - 4) Nanovest's failure to fulfill its obligations including executing instructions in the Staking Feature including but not limited to as a result of Force Majeure;
 - 5) (i) delay or failure of the Staking Deposit and/or Staking Withdrawal process; (ii) loss of Staking Crypto Assets; (iii) delay or failure of Staking Rewards; (iv) and/or other detrimental actions;
 - 6) any claims, damages and losses experienced by the User, other than claims, damages and/or losses arising or caused by negligence or gross negligence which is deliberate and based on bad faith carried out by the Directors, employees, representatives or attorneys of Nanovest; and/or
 - 7) delays in the execution of instructions or processes in the Staking Feature due to damage/failure/maintenance to the information system used by Nanovest or other third parties appointed by Nanovest.

7. PARTICIPATION

Users can only start enjoying these Staking Features when the Know Your Customer (KYC) process has been approved by Nanovest. No participation in this Staking Feature is permitted without first carrying out the KYC process in the application.

In the Locked Staking program, Customers must first carry out the asset locking process according to the minimum amount determined for each program period and selected crypto asset. Yield will be given up to the smallest nominal amount that can be added by the system.

Any errors and/or negligence that you make may result in delays or cancellation or unilateral termination of the program and/or rewards from Nanovest. We will not provide any activities aimed at or related to either in whole or in part that may violate the Terms & Conditions and Trading Rules of Staking Feature and/or the provisions of applicable laws and regulations. We can inform you that all rewards given will always be monitored and recorded from time to time.

Nanovest Limitation of Liability

This Staking Feature may be stopped by authorized parties without prior notification to the User. All running periods and Yields will be calculated on a prorated basis and will

be given to the User. There are no obligations that must be calculated and/or borne by Nanovest in full in any form if there is an authority order to stop this Staking Feature at any time.

8. SUPERVISION

Nanovest complies with all applicable Indonesian laws and regulations, including those related to anti-money laundering and counter-terrorism financing. Nanovest may require additional information from Users in order to comply with the applicable regulation requirements.

Nanovest may and will always supervise and investigate any transactions made by the Users. In the event that a User violates this Staking Features Terms and Conditions as well as other terms set forth by Nanovest, we will record the same as a violation and we may impose sanctions to the offender.

In addition, in supporting Anti Money Laundering and Counter Terrorism Financing (“**AML-CFT**”) programmes and other related regulations ordered by the government, Nanovest by all means will monitor and comply with the applicable laws and regulations. In accordance with the applicable laws and regulations, Nanovest is categorized as a Reporter, that is obligated by the government to report any suspicious transactions made by the Users as governed under the laws and regulations.

Nanovest reserves the right to terminate any account or transaction that we suspect to be in violation of this Staking Features Terms and Conditions and also Indonesian laws or regulations. In the event that the User is proven to have undertaken a suspicious transaction which violates the applicable laws and regulations, the User hereby authorizes Nanovest to debit the crypto assets in the portfolio of the User to indemnify Nanovest of any losses incurred as a result of such transaction, without prejudice to the rights to claim indemnification on all losses incurred as a result of such transaction and the User hereby agrees that the User is not obligated to refund any funds which credits are suspended by the User or funds that are blocked prior to verification processes.

9. MAINTENANCE

To maintain and improve the quality of Services, Nanovest will always update and maintain the App (“**Maintenances**”). Maintenance may be performed by Nanovest periodically or on an ad hoc basis. Periodical Maintenances will be performed 1 (one) time per month, and Nanovest is obligated to notify the Maintenance schedule to the User at least 2 days (48 hours) in advance prior to the commencement of the periodical Maintenance.

In the event of unavoidable circumstances that require Nanovest to perform Maintenances, Nanovest will notify the Users immediately with the reasons of such sudden Maintenances. In its notice, Nanovest is obligated to remind that during the Maintenances, no User activities will be processed by the system.

In the event that Nanovest has complied with the appropriate notification procedures concerning the Maintenances to the User, Nanovest is not responsible for any failed transactions that are made during the Maintenances. Furthermore, this Maintenance may also results in correction action that may be performed by Nanovest to ensure that User's transaction is in accordance with the market condition at the time of the transaction prior to the Maintenance performed.

10. FORCE MAJEURE

Force Majeure means any events outside of the control and capability of Nanovest that affects the implementation of services that are provided by Nanovest (including via the App) to the User in relation to the Crypto Assets Transaction, among others including but not limited to:

- (a) Earthquakes, hurricanes, floods, landslides, volcanic eruptions and other natural disasters;
- (b) Wars, demonstrations, riots, terrorism, sabotages, embargoes, and mass strikes; and
- (c) Economic and government policies that directly affect the Feature.

Provided that Nanovest has performed all of its obligations in accordance with the applicable laws and regulations in relation to the occurrence of such Force Majeure, Nanovest will not provide any indemnities and/or accountabilities in any form to the User or other party of any risks, liabilities and claims that may arise in connection with any delays as well as non-fulfilment of obligations due to a Force Majeure.

11. DISPUTE RESOLUTION

In the event of disputes between Nanovest with a User, the dispute settlement will be subject to the courts jurisdiction in Indonesia, to the extent that the parties agree not to select other jurisdictions. There are several settlement mechanisms, namely:

- a. Such dispute will **firstly be settled amicably** by the User and Nanovest via mediation, or other forms of resolutions arising out of dispute settlement in connection with transactions related to futures contracts namely those determined by the relevant futures exchange (as set out under Law Number 10 of 2011 concerning Amendment to Law Number 32 of 1997 Commodity Futures Trading), which is provided by Indonesian Commodities and Derivatives Exchange (*Bursa Berjangka Komoditi & Derivatif/ICDX*);
- b. Online dispute settlement method will be considered by Nanovest in the future (if any);
- c. In the event that no settlement is reached within 30 (thirty days) using both processes above, further Dispute settlement process may be undertaken via courts or outside of courts. In the event that the Dispute settlement is undertaken outside of courts, a mechanism that may be selected is an arbitration forum. Arbitration may be undertaken via Indonesian National Arbitration Board (*Badan Arbitrase Nasional Indonesia/BANI*) or Alternative Dispute Resolution Institution appointed by the Financial Services Authority.

This Arbitration Agreement supersedes the parties' rights to submit the dispute in court, and the court is not authorized to try the parties bound in an Arbitration Agreement.

12. PASSING AWAY OF THE USER

In the event that the User passes away, Nanovest is entitled to request a valid copy of the death certificate, inheritance statements, wills, and other documents that Nanovest, in its opinion, deems necessary to know the entitled party to receive the User's inheritances.

13. NANOVEST CEASE OF OPERATION

In the event that any certain circumstances result in the App and/or Nanovest to be ceased and not operating, Nanovest will take any goodwill and reasonable actions to return the assets owned by the Users. Such return of assets will be made by Nanovest by withdrawing crypto assets and/or monies owned by the User on the App, that will be transferred to the User account that is registered on the App.

Nanovest will inform all Users of such events. Nanovest will announce that Nano will cease operation of the App in 30 days ("Closing Period"). During the Closing Period, Nanovest will:

- a. Cease and/or not process any transactions requested by the User;
- b. Request the User to ensure if the account registered on the App for withdrawal purposes conforms with an account owned by the User. If the User has not registered any User account for withdrawals, the User must register such an account. If the User intends to change the withdrawal account, the User may contact Nanovest customer service. Withdrawal account must be under the name of the User. The Users understand that Nanovest will not process and is not liable over any of its losses in relation to the difference in names of the User account for withdrawal purposes;
- c. Withdraw User's portfolio in a certain period of time, and transfer the User monies to the account under the name of the User that is registered on the app.

14. MISCELLANEOUS

1. If Nanovest finds any indication of misuse or fraud that could harm Nanovest or other parties from the use of the Staking Feature by the User, without prejudice to other rights and legal remedies owned by Nanovest, Nanovest has the right to reject or disqualify the User's participation in this Staking Feature or other programs held by Nanovest in the future without the need to provide prior notification or further explanation to the User. Furthermore, to restore Nanovest's position from the loss, Nanovest has the right to charge the User for payment of the loss and the User is obliged to make the payment. And Nanovest has the right to freeze the Nanovest Account, adjust including debiting the Customer's balance, automatically selling the Customer's Crypto Assets, closing the Nanovest Account, as well as other actions to return the Customer's balance position and/or Crypto Assets to their proper value.
2. Nanovest may review and amend Terms & Conditions and Trading Rules of Staking Feature at any time to ensure that these Terms & Conditions and Trading Rules of Staking Feature are in accordance with future developments and/or changes in legal or regulatory requirements, which can be viewed through the official website or Nanovest Application. The User hereby agrees that the User will be responsible for reviewing these Terms & Conditions and Trading Rules of Staking Feature regularly to find out the latest changes to the applicable Terms & Conditions and Trading Rules of Staking Feature. By using the Staking Feature, even after there are changes to these Terms & Conditions and Trading Rules of Staking Feature, it will be deemed to have been in accordance with the User's agreement to these Terms & Conditions and Trading Rules of Staking Feature and any applicable changes.

Please be ascertained that you have read and understand each of the nanostaking features and conditions above. These NanoStaking Features Terms and Conditions may be modified and amended from time to time. Nanovest shall notify the Users via the App and/or email of any modification and/or amendment on the NanoStaking Features Terms and Conditions. Continuous use of the App by a User upon receipt of such notice constitutes the User's approval and acceptance on the modification and/or amendment of the NanoStaking Features Terms and Conditions.

NANO STAKING FEATURE TRADING RULES

a. Background

To commence operations, Nanovest will initially utilize cryptocurrency assets sourced from the company's capital for staking purposes. These assets will then be made available for trading to customers, followed by subsequent transactions executed by each customer.

As the provider of staking services via the Nanovest application, Nanovest will perform on-chain reconciliation of Staking Crypto Assets with the staking demands recorded in the Nanovest application. During the staking process, the Staking Crypto Assets remain within Nanovest's wallet and are owned by Nanovest. Nanovest ensures daily reconciliation between the on-chain staked assets and customer staking demands within the Nanovest platform.

b. General Rights and Obligations of Customers

- 1) Complete the Know Your Customer (KYC) process.
- 2) Read, fully understand, and agree to the terms and conditions applicable, including the Nano Staking Service Terms and Conditions in the Nanovest Application, before commencing staking activities. Customers who do not agree to the terms and conditions must refrain from using the staking services.
- 3) Deposit or top-up cryptocurrency assets or already own cryptocurrency assets compatible with the types of assets eligible for on-chain staking as specified in the Nanovest application.
- 4) Customers reserve the right to refrain from using the staking service if they do not agree to the applicable terms and conditions of the Nano Staking service.
- 5) Customers are entitled to staking rewards calculated based on the applicable terms in the Nanovest application.
- 6) Customers have the right to access information on the Annual Percentage Yield (APY), which is subject to fluctuations as determined by Nanovest's staking programs within the application.

c. Staking Process

- 1) All customers can access the Staking service through the "NanoStaking" menu on the "Home" page.
- 2) Before initiating staking deposits, customers must select the amount and type of cryptocurrency to allocate as Staking Crypto Assets.
- 3) Customers acknowledge that during the Staking Period, the Staking Crypto Assets cannot be sold or transferred to any wallet unless a Staking Withdrawal instruction is submitted to Nanovest.
- 4) Customers must agree to the Nano Staking Service Terms and Conditions before

engaging in staking activities within the Nanovest Staking Service.

d. Staking Page

- 1) Staking Rewards are calculated daily based on the Cut-Off Time.
- 2) Daily Staking Rewards are determined using the formula:
(Applicable APY/365) x Total Staking Crypto Asset Balance at the previous day's Cut-Off Time.

Example:

A customer stakes 10 ETH on Monday at 9:00 PM WIB. At 11:59 PM WIB, the customer's total staking balance remains 10 ETH. The system calculates the staking rewards as follows:

Total Rewards = Balance at Cut-Off Time x APY / 365= 10 ETH x 2% / 365= 0.0005479 ETH

- 3) Customers understand that the displayed APY for Staking Rewards is indicative and subject to fluctuations, as periodically determined by Nanovest and contingent on the rules and conditions of the respective blockchain protocols and staking service features.

e. Staking Confirmation

- 1) After customers enter the amount of Staking Crypto Assets, they must confirm the transaction by pressing the "Confirm" button and entering their personal PIN.
- 2) The cryptocurrency assets will be transferred from the customer's portfolio to the Staking Service.
- 3) Customers will receive a transaction confirmation, viewable on their device screen. Nanovest reserves the right to amend withdrawal provisions for staked assets without prior notice or customer approval.

f. Unstake Process

- 1) Customers can withdraw their staking by submitting a request to partially or fully redeem their Staking Crypto Assets, along with the accrued staking rewards.
- 2) Upon the Effective Staking Withdrawal Date, the customer's Staking Crypto Assets and rewards will be returned to their portfolio, where they can be traded or transferred via the application.

g. Transaction History

Customers can view a complete history of their staking transactions through the "Transaction" section under "Crypto" in the application.

h. Transaction Fees

- 1) Nanovest, as the staking service provider, will deduct a portion of the staking rewards obtained from the blockchain and distribute the remaining rewards proportionally to customers based on their respective Staking Crypto Asset ownership.

- 2) Staking Rewards earned within the Nanovest application are final and not subject to further deductions, including transaction fees or penalties for staking withdrawals.

i. Slashing Risk Provisions

- 1) Slashing refers to penalties imposed by specific blockchain networks, which may result in partial or complete loss of staked assets.
- 2) Nanovest guarantees compensation for losses caused by slashing up to the amount of Staking Crypto Assets ("Slashing Coverage Limit"). Customers release Nanovest from all liabilities, claims, or demands arising beyond the Slashing Coverage Limit or unrelated to slashing incidents.

j. Customer Complaint Services for Crypto Assets

Nanovest:

- Office Address: Mayapada Tower 1, 20th Floor, Suite 03A, Jl. Jend. Sudirman Kav. 28, Kuningan Karet, Setiabudi, South Jakarta, DKI Jakarta, Indonesia 12920
- Email: Available daily from 8:00 AM to 12:00 AM WIB
- Live Chat: Available daily from 8:00 AM to 12:00 AM WIB
- Instagram: Available daily (@nanovest.io)
- X (formerly Twitter): Available daily (@nanovest_io)

k. Dispute Resolution for Crypto Asset Customers

- 1) In the event of a dispute between Nanovest and the Customer, dispute resolution will be subject to the jurisdiction of Indonesian courts unless both parties agree not to choose any jurisdiction. The dispute resolution mechanisms are as follows:
 - a) The dispute must first be resolved amicably through deliberation between the Customer and Nanovest via mediation or other resolution methods based on dispute resolution mechanisms.
 - b) Online dispute resolution methods, if available, may be considered by Nanovest in the future.
 - c) If no agreement is reached within 30 (thirty) days in the aforementioned processes, the dispute resolution process may proceed through court or non-court proceedings. For non-court dispute resolution, arbitration is a possible route. Arbitration can be conducted through the Indonesian National Arbitration Board (BANI) or Alternative Dispute Resolution Institution appointed by the Financial Services Authority. The parties may choose the appropriate arbitration forum.
- 2) The existence of the Arbitration Agreement nullifies the parties' right to file disputes in court, and the court has no jurisdiction to adjudicate disputes involving parties bound by the Arbitration Agreement.

I. Scheduled Downtime (Maintenance)

- 1) To maintain and enhance service quality, Nanovest will routinely perform updates and maintenance on the application ("Maintenance"). Maintenance can be conducted periodically or unexpectedly. Periodic maintenance will be carried out

once every month, and Nanovest is obligated to notify users of the maintenance schedule at least 2 days (48 hours) prior to the commencement of periodic maintenance. Notifications will be made through push notifications, email, or banner pop-ups within the Nanovest application.

- 2) In the event of unavoidable circumstances requiring urgent maintenance, Nanovest is obligated to notify users promptly, accompanied by an explanation of the reasons for the sudden maintenance. The notification must include a reminder that during maintenance, user activities will not be processed by the system.
- 3) If Nanovest has adhered to proper notification procedures regarding maintenance to users, Nanovest cannot be held liable for transaction failures occurring during the maintenance period.

m. Implementation of Anti-Money Laundering and Counter-Terrorism Financing (AML-CTF) and Prevention of Proliferation of Weapons of Mass Destruction (APU-PPT)

- 1) Nanovest adheres to all applicable laws and regulations in Indonesia, including those related to anti-money laundering and counter-terrorism financing. Nanovest may request additional information from users to comply with legal requirements.
- 2) Nanovest will continuously monitor and review all transactions conducted by users. If it is determined that a user has violated the Terms and Conditions of Crypto Asset Transactions or other applicable regulations stipulated by Nanovest, such violations will be recorded, and sanctions may be imposed on the violator.
- 3) To support the government's Anti-Money Laundering and Counter-Terrorism Financing (**AML-CTF**) program and other related regulations ordered by the government, Nanovest will monitor and comply with all applicable laws and regulations. As a "Reporting Party" under the relevant legislation, Nanovest is obligated to report any suspicious transactions conducted by users, as stipulated by Indonesian law.
- 4) Nanovest reserves the right to suspend any accounts or staking transactions suspected of violating Indonesian laws and regulations. If a user is proven to have conducted suspicious transactions that violate applicable laws, the user hereby authorizes Nanovest to debit the user's cryptocurrency assets from their digital wallet to compensate for any losses incurred by Nanovest due to such transactions. This does not affect Nanovest's right to seek full compensation for all losses arising from the transaction. The user also agrees that they are not entitled to the return of funds that were previously delayed or blocked during the verification process.

EARNING PROGRAM

The following Earning Program Terms & Conditions govern the use of Services related to earning Crypto Assets ("Earning Program Terms & Conditions") and govern the relationship between PT Tumbuh Bersama Nano ("**Nanovest**") and its Customers (hereinafter referred to as "**Customers**") with all changes from time to time. The Earning Program Terms & Conditions are an integral part of the Nanovest Terms & Conditions. In the event of any differences in the provisions regarding the use of the Earning Program at Nanovest with the Earning Program Terms & Conditions, the provisions in the Earning Program Terms & Conditions shall apply.

Customers are required to first read, understand, and agree to these Earning Program Terms & Conditions before using the Earning Program available at Nanovest. By using the services in this Earning Program, Customers hereby agree to all applicable Earning Program Terms & Conditions. Please do not use the Earning Program if the Customer does not agree to these Earning Program Terms & Conditions.

1. DEFINITION

All capitalized terms used in these Earning Program Terms & Conditions have the same meaning as defined in **the Terms and Conditions of Use and Services contained in the Application**, unless otherwise defined in these Earning Program Terms & Conditions.

- a. **Annual Percentage Yield (APY)** is an indicative percentage of the amount of annual reward earnings that Customers can obtain from participating in the Earning Program which is fluctuating, as implemented by Nanovest from time to time, and depends on and is subject to the rules and provisions of the crypto asset.
- b. **Earning Crypto Assets** are Crypto Assets in a certain amount and type of Crypto Assets in the form of certain stablecoins that have been allocated by the Customer to be included in the Earning Program in order to obtain Yield according to the type and list of Crypto Assets and the provisions of the Earning Program that apply at Nanovest from time to time.
- c. **Cut-Off Time** means the calculation time span for APY which will be calculated based on the capture/snapshot of the balance of each Customer's Crypto Asset that has been deposited in the Earning Program every 23.59 jakarta time.
- d. **Earning Program** is one of the features in earning provided by Nanovest together with the token issuer for each Crypto Asset included in the Earning Program together with other strategic partners to then be marketed to Customers to provide more benefits or returns in the form of the same Crypto Assets that are included by Customers in the Earning Program, where Customers easily without the need to make Crypto Asset trading transactions have the opportunity to get Yield according to the APY percentage that applies in each Earning Period.
- e. **Earning Period** is the period of time for the Customer to allocate Crypto Assets in the Earning Program, which is calculated from the Effective Date of Deposit to the date of the Customer's Earning Withdrawal request. The Earning Period is as available and presented in the Application.

- f. **Yield** is a form of incentive or reward earning in the same type of Crypto Asset as the Crypto Asset given to Customers who participate in the Earning Program according to the Earning Period. The Yield will be calculated based on Calendar days without a grace period. The provision of Yield will always refer to the calculations listed in the Application and can be changed from time to time.
- g. **The Effective Withdrawal Date** is the date on which the Earning Withdrawal has been successfully carried out.
- h. **The Effective Deposit Date** is the date on which the Earning Deposit has been successfully made.

2. EARNING PROGRAM MECHANISM AND FEATURES

- a. Mechanism
 - 1) Before starting the Earning Program, Customers are required to follow all applicable provisions at Nanovest including but not limited to completing the KYC procedure and submitting to the KYT process in accordance with applicable provisions.
 - 2) Customers know and understand that Nanovest has the right to conduct inspections, restrictions and/or reporting on every Customer transaction in the Earning Program in accordance with applicable laws and regulations.

- b. Feature

In the Earning Program, Users are required to lock crypto assets for a certain period according to the existing locking period in order to then get Yield or profit at the end of the locking period. During the locking period, Users are not permitted to withdraw or transfer the User's IDDR crypto assets to any wallet.

The applicable Earning Period is for the following crypto asset locking period:

- 1) 1 calendar day
- 2) 30 calendar days
- 3) 90 calendar days
- 4) 180 calendar days

Specifically for the Earning Program with a 1-day Earning Period or 1 day Earning Program, Users are allowed to stop/cancel the lock (unlock). Provided that there are minimum requirements for locking IDDR crypto assets in accordance with the provisions that will apply from time to time. Please first read all information and minimum provisions for locking IDDR crypto assets as will be listed in the Earning Program section from time to time. If the User has IDDR crypto assets less than the minimum requirements set by Nanovest, the User will not be able to continue the asset locking process (Earning Program).

Specifically for the IDDR Crypto Asset Earning Program, a Minting and/or Burning mechanism is possible if the transaction involves Rupiah funds as the source or destination of the transaction as also applies to the Digital Asset Delivery Service Between Users. In the context of the IDDR Crypto Asset Earning Program, the Minting mechanism will be needed when there is a process of converting fiat Rupiah currency into crypto assets or tokens to be used in the Earning process. While Burning in this context will be needed when there is a process of converting crypto assets or tokens into fiat currency (Rupiah) which will be carried out after the User receives the results of the Earning disbursement of Crypto Assets.

By using the Earning Program, Nanovest is hereby responsible for any cyber risks arising from system failures in the Application which result in failures in the Earning Deposit and/or Earning Withdrawal process which causes the loss or reduction of Customer Crypto Assets.

By using the Earning Program, Customers hereby declare that they will submit themselves to every mechanism, rule and provision of the features applied in the Earning Program, and release Nanovest from all responsibilities, obligations, lawsuits, demands, and/or other legal consequences in any form for any losses, loss of profits, delays or failures in any form in connection with the implementation of the features in the Earning Program.

3. YIELD TERMS

In the Earning Program, Nanovest applies the following annual calculation provisions: Yield is calculated per day = (Yield Rate x Principal / IDDR Crypto Assets locked) / 365, and also applies each of the following provisions:

- 1) Yield will be given at the end of the period (according to the selected time period) by multiplying the calculation of the formula above by the number of days in the asset lock period. If the user follows the Earning Program for 30 days, then the calculation result in the formula above is multiplied by 30 (thirty) calendars.
- 2) Earning Program with a locking period of 1 (one) day, the minimum placement of Nanovest Cash Users is 1,000,000 IDDR or according to the minimum requirements that will be enforced from time to time.
- 3) If there is a change in Yield, the Yield calculation will automatically follow the following rules:
 - Current Earning Program Transaction (Currently Active): Yield will continue to follow the Yield Rate that was determined when the lock transaction occurred.
 - New Earning Program Transactions (valid from the date these Terms and Conditions are updated): Yield will follow the latest Yield including but not limited to Rollover Transactions.
- 4) All Yield determinations are based on the decisions of the relevant token developer or token issuer and will always be informed by Nanovest to each User before starting the Earning Program in the Application.

4. FEES AND TAXES

Customer understands and agrees that Customer will be responsible for all tax payments, and other fees charged based on the use of the Earning Program and Yield obtained by Customer except for the fee applicable in the Program Earning will be fully borne by Nanovest.

Nanovest will not provide advice or guidance regarding Customer's tax obligations. Customer is advised to consult a personal tax consultant regarding tax payments, and Nanovest is not responsible for Customer's taxes.

5. EARNING PROGRAM RISKS AND DISCLAIMER

- a. Crypto Asset Trading is a high-risk activity. The Earning Program including Earning Program activities is a high-risk activity and must be carried out by paying attention

to changes in value (fluctuations) that can occur in each Crypto Asset. Crypto Asset prices are volatile, where prices can change significantly over time. In connection with price fluctuations, the value of Crypto Assets can increase or decrease significantly at any time. All Crypto Assets have the potential to experience drastic changes in value or even become worthless. There is a high risk of loss or loss as a result of using the Earning Program and Nanovest is not responsible for changes in the exchange rate fluctuations of Crypto Assets during the Earning Period.

- b. Crypto Assets included in the Earning Program will be subject to the rules and regulations of the blockchain protocol used, including but not limited to bonding, locking, blocking, freezing periods, and other mechanisms applicable during the Earning Period. The features in the Earning Program on the Application may be affected by certain risks, the Customer declares that the Customer has sufficient knowledge and skills to use the features in the Earning Program and understands distributed ledger/blockchain technology, accounts, keys, and the details and protocols of the blockchain used.
- c. The APY percentage displayed on each Crypto Asset in the Earning Program on the Application is volatile, may change from time to time, and depends on and is subject to the rules and regulations of the blockchain protocol used. The Customer understands that due to changes in the APY percentage, the amount of Yield received each day may vary and may differ from the APY Percentage displayed when the Customer starts using the Earning Program. The Customer understands that Nanovest has the right to change, increase and/or decrease the amount of APY at any time, without prior approval or notification to the Customer. In connection with this, the Customer hereby releases Nanovest from all responsibilities, obligations, lawsuits, demands, and/or other legal consequences in any form for any losses, loss of profits, in any form due to changes/fluctuations in the APY percentage and the amount of Yield during the Earning Period.
- d. The Customer understands that in providing the Earning Program to the Customer, Nanovest will be subject to the rules and provisions of the blockchain protocol used. In the event of the following, including but not limited to: (i) delay or failure of the process; (ii) loss of Crypto Assets; (iii) delay or failure to provide Yield; (iv) and/or other detrimental actions, the Customer releases Nanovest from all responsibilities, obligations, lawsuits, demands, and/or other legal consequences in any form to the Customer or any party for any losses, claims, and/or demands that arise or may be experienced by the Customer.
- e. Customers release Nanovest from all responsibilities, obligations, claims or demands in any form whatsoever in connection with/or arising from:
 - 1) all actions and/or policies of Nanovest as stipulated in the Terms & Conditions of the Earning Program mentioned above;
 - 2) delays or inconsistencies when entering instructions in the Earning Program caused by Customer negligence;
 - 3) changes/fluctuations in the APY percentage and the amount of Yield during the Earning Period;
 - 4) failure of Nanovest to fulfill its obligations including carrying out instructions in the Earning Program including but not limited to as a result of Force Majeure;

- 5) (i) delay or failure of the process; (ii) loss of Crypto Assets; (iii) delays or failures in the provision of Yield; (iv) and/or other detrimental actions;
- 6) any claims, damages, and losses experienced by Customers, other than claims, damages, and/or losses incurred or caused by negligence or gross negligence that is deliberate and based on bad faith carried out by the Directors, employees, representatives or attorneys of Nanovest; and/or
- 7) delays in the implementation of instructions or processes in the Earning Program due to damage/failure/maintenance to the information system used by Nanovest or other third parties appointed by Nanovest.

6. PARTICIPATION

Users can only start enjoying this Earning Program when the Know-Your-Customer (KYC) process has been approved by Nanovest. No participation in this Earning Program is permitted without first carrying out the KYC process in the Application.

In the Earning Program, Customers must first carry out the asset locking process according to the minimum amount specified in each program period and the selected crypto asset. Yield will be given up to the smallest nominal that can be added by the system.

Any errors and/or negligence that you make may result in a delay or cancellation or termination of the program and/or rewards unilaterally from Nanovest. We will not provide any activities that are intended or related, either in part or in whole, that may violate the Terms and Conditions of this Earning Program and/or the provisions of applicable laws and regulations. We can inform you that all rewards given will always be monitored and recorded from time to time.

7. NANOVEST LIMITATION OF LIABILITY

This Program Earning can be stopped by the authorized party without prior notice to the User. All periods and Yields that have been running will be calculated on a prorated basis and will be given to the User. There is no obligation that must be calculated and/or borne by Nanovest in full in any form if there is an authority order to stop this Earning Program at any time.

8. SUPERVISION

Nanovest complies with all applicable laws and regulations in Indonesia, including those related to anti-money laundering and terrorism financing. Nanovest may require additional information from users to comply with applicable legal requirements.

Nanovest can and will always monitor and examine every transaction made by the User. If it is known that the User violates the Terms and Conditions of the Earning Program along with other provisions regulated by Nanovest, then we will record it as a violation and we can impose sanctions on the violators.

Furthermore, to support the Anti-Money Laundering and Prevention of Terrorism Financing ("APU-PPT") program and other related regulations ordered by the government, Nanovest will monitor and comply with applicable laws by all means. According to laws and regulations, Nanovest is included in the category of Reporting Party, which is given an obligation by the government to report any suspicious transactions carried out by Users as regulated in laws and regulations.

Nanovest has the right to terminate any account or transaction that we suspect violates the Terms and Conditions of this Earning Program, applicable laws and regulations in Indonesia. If the User is proven to have made a suspicious transaction which violates applicable laws and regulations, then the User hereby authorizes Nanovest to debit crypto assets in the User's digital asset wallet to compensate for Nanovest's losses arising from the transaction, without reducing the right to claim compensation for all losses arising from the transaction and the User hereby agrees that the User is not required to return funds that have been delayed by the User or funds that were previously blocked during the proof process.

9. MAINTANANCE

To maintain and improve the quality of service, Nanovest will always update and maintain the Application ("Maintenance"). Maintenance can be carried out by Nanovest periodically or suddenly. Periodic maintenance will be carried out once a month, and Nanovest is obliged to notify the Maintenance schedule to the User no later than 2 days (48 hours) before the periodic Maintenance process is carried out.

In the event of an unavoidable incident that forces Nanovest to carry out Maintenance, then Nanovest is obliged to notify the User immediately along with the reasons for carrying out sudden Maintenance. In its notification, Nanovest is obliged to remind that during Maintenance, no User activity will be processed by the system.

In the event that Nanovest has carried out the appropriate notification procedures regarding Maintenance to the User, then Nanovest cannot be held responsible for the failure of transactions carried out by the User during Maintenance.

10. FORCE MAJEURE

Force Majeure means any incident that occurs beyond the control and capability of Nanovest, thus affecting the implementation of services provided by Nanovest (including through the Application) to Users in connection with Crypto Asset Transactions, including but not limited to:

- (a) Earthquakes, hurricanes, floods, landslides, volcanic eruptions and other natural disasters;
- (b) War, demonstrations, riots, terrorism, sabotage, embargoes and mass strikes;
- (c) Economic and government policies that directly affect.

As long as Nanovest has carried out all its obligations in accordance with applicable laws and regulations in connection with the occurrence of the Force Majeure, Nanovest will not provide compensation and/or liability in any form to the User or any other party for any risks, responsibilities and claims that may arise in connection with delays or failure to carry out obligations due to Force Majeure.

11. DISPUTE RESOLUTION

In the event of a dispute between Nanovest and the User, the dispute resolution will be subject to the jurisdiction of the courts in Indonesia as long as the parties agree not to choose any jurisdiction. There are several settlement mechanisms, namely:

- a. The dispute must first be resolved by mutual agreement by the user and Nanovest through mediation, or other forms of resolution obtained based on the dispute resolution mechanism in connection with transactions involving futures contracts, namely those determined by the relevant futures exchange (as stated in Law Number 10 of 2011 concerning Amendments to Law Number 32 of 1997 concerning Commodity Futures Trading), which in this case will be provided by PT Central Finansial X (CFX - Crypto Exchange);
- b. Online dispute resolution methods that will be considered by Nanovest at a later date (if any);
- c. If within 30 (thirty) days no agreement is reached in the two processes above, then the next Dispute resolution process can be carried out through the court or out of court. In the case of Dispute resolution being carried out outside the court, the path that can be taken is the arbitration forum. Arbitration can be carried out through the Indonesian National Arbitration Board (BANI) or an Alternative Dispute Resolution Institution appointed by the Financial Services Authority.

The existence of this Arbitration Agreement eliminates the rights of the parties to file a dispute in court, and the court is not authorized to try the parties bound by the Arbitration Agreement.

12. PASSING AWAY OF THE USER

In the event that a User dies, Nanovest has the right to request a certified copy of the death certificate, inheritance certificate, will, and other documents that Nanovest deems necessary to determine the party entitled to receive the User's inheritance.

13. NANOVEST CEASES TO OPERATE

If under certain circumstances the Application and/or Nanovest are stopped and no longer operating, Nanovest will take good and reasonable measures to return the assets owned by the User. Nanovest will return the assets by disbursing the crypto assets and/or money owned by the User in the Application, which will be transferred to the User's account registered in the Application.

Nanovest will notify all Users if the incident as mentioned above occurs. Nanovest will announce that Nano will stop operating the Application within 30 days ("**Closing Period**"). During the Closing Period, Nanovest will:

- a. Stop and/or not process any form of transaction requested by the User;
- b. Ask the User to ensure that the account registered on the Application for the purpose of disbursement is in accordance with the User's account. If the User has not registered the User's account for disbursement, the User is required to register the account. If the User wishes to change the disbursement account, the User can contact Nanovest customer service. The disbursement account must be in the User's name. The User understands that Nanovest will not process and is not responsible for the User's losses related to differences in the User's account name for disbursement purposes;
- c. Disburse the User's Crypto Assets within a certain time, and send the User's money to the account in the User's name that has been registered on the Application.

14. OTHERS

- a.** If Nanovest finds any indication of misuse or fraud that could harm Nanovest or other parties from the use of the Earning Program by the Customer, without prejudice to other rights and legal remedies owned by Nanovest, Nanovest has the right to reject or disqualify the Customer's participation in this Earning Program or other programs held by Nanovest in the future without the need to provide prior notification or further explanation to the Customer. Furthermore, to restore Nanovest's position from the loss, Nanovest has the right to collect payment for the loss from the Customer and the Customer is obliged to make payment. And Nanovest has the right to freeze the Nanovest Account, adjust including debiting the Customer's balance, automatically sell the Customer's Crypto Assets, close the Nanovest Account, and other actions to restore the balance position and/or the Customer's Crypto Assets to their proper value.
- b.** Nanovest may review and change the Earning Program Terms & Conditions at any time to ensure that these Earning Program Terms & Conditions are in accordance with future developments and/or changes in legal or regulatory requirements, which can be viewed through the official website or the Nanovest Application. The Customer hereby agrees that the Customer will be responsible for reviewing these Earning Program Terms & Conditions regularly to find out the latest changes to the applicable Earning Program Terms & Conditions. By using the Earning Program, even after there are changes to these Earning Program Terms & Conditions, it will be deemed to be in accordance with the Customer's agreement to these Earning Program Terms & Conditions and all applicable changes.

Please ensure that you have read and understood all the terms and conditions of the NanoStaking Feature above. These Terms and Conditions of the NanoStaking Feature may be modified and changed from time to time. Nanovest will notify the User via the Application and/or email of any modifications and/or changes to the Terms and Conditions of the NanoStaking Feature. Continued use of the Application by the User after receipt of such notification constitutes the User's agreement and acceptance of such modifications and/or changes to the Terms and Conditions of the NanoStaking Feature.