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These Terms of Use and any terms expressly incorporated herein ("Terms") apply to any person (natural person or otherwise) ("User", "You" or "you") accessing or using any services made available by Mudrex Payments Canada Inc., an incorporated Canadian company ("Mudrex", "We", "Our", "Us") through this website or mobile application (the "Platform"), and to any other related services provided by Us (collectively, the "Services").

IMPORTANT NOTICE: By accessing or using any Services, you agree to be bound by these Terms. If you do not agree to these Terms, do not access or use the Services.

1. SERVICE PROVIDER INFORMATION

Mudrex Payments Canada Inc.

- Business Number: 770357168
- Registered Office: 200-1001 1 ST SE, CALGARY, ALBERTA ,Postal Code: T2G5G3

Mudrex Payments Canada Inc. is registered as a Money Service Business (MSB) with FINTRAC under registration number C100000576 and complies with all applicable Canadian federal and provincial regulations.

2. DESCRIPTION OF SERVICES

We provide an online platform for trading digital assets (cryptocurrencies) and related financial services, including:

- **Cross-Border Remittances-** Sending funds from one country to another with payout in local currency.
- **Foreign Exchange Conversion-** Conversion between CAD, USD, and other supported currencies at disclosed exchange rates.
- **Embedded Partner Infrastructure-** API-based payment rails for fintechs, remittance apps, and merchant partners.
- **Settlement via Stablecoins-** Certain transactions may use stablecoins (e.g., USDC, USDT) for backend settlement; Users only see fiat-to-fiat.
- **Customer Support & Compliance-** Secure handling of transactions, compliance verification, and dispute resolution.

3. ELIGIBILITY AND ACCOUNT CREATION

3.1 General Requirements

To use our Services, you must:

- Be at least 18 years of age (19 in British Columbia, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, and Yukon)
- Provide valid government-issued identification
- Meet all know-your-customer (KYC) and anti-money laundering (AML) requirements

3.2 Prohibited Persons

You may not use our Services if you:

- Are subject to economic sanctions by Canada, the United Nations, or other applicable authorities
- Are a Politically Exposed Person (PEP) unless specifically approved
- Have been previously suspended or banned from our Services
- Are using the Services on behalf of another person without proper authorization

3.3 Account Creation and Verification

To create an account, you must:

- Provide complete and accurate personal information
- Verify your identity through our KYC process
- Agree to these Terms and our Privacy Policy
- Complete any additional verification requirements

We reserve the right to reject any application for an account at our sole discretion.

4. CONSUMER PROTECTION AND COOLING-OFF PERIOD

4.1 Dispute Resolution

We are committed to resolving disputes fairly and efficiently. If you have a complaint:

1. Contact our Customer Support team first
2. If unresolved, you may escalate to our internal dispute resolution process
3. You may also contact the relevant provincial consumer protection agencies
4. Certain disputes may be subject to binding arbitration as outlined in Section 23

4.2 Vulnerable Consumer Protections

We implement additional safeguards for vulnerable consumers, including transaction limits and enhanced verification procedures where appropriate.

5. PRIVACY AND DATA PROTECTION

5.1 Privacy Compliance

We comply with the Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable provincial privacy laws. Our collection, use, and disclosure of personal information is governed by our Privacy Policy.

5.2 Data Residency

Your personal information is primarily stored and processed in compliance with the Personal Information Protection and Electronic Documents Act (PIPEDA).. Any cross-border transfers comply with PIPEDA requirements and include appropriate safeguards.

5.3 Consent and Withdrawal

You may withdraw consent for certain uses of your personal information, subject to legal and contractual requirements. Contact us for details on how to exercise your privacy rights.

6. FINANCIAL SERVICES COMPLIANCE

6.1 FINTRAC Compliance

We comply with all Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA) requirements, including:

- Customer due diligence and enhanced due diligence procedures
- Ongoing monitoring of customer transactions
- Reporting suspicious transactions and large cash transactions
- Maintaining records as required by law

6.2 Securities Law Compliance

Our Services comply with applicable Canadian securities laws. Digital assets traded on our Platform may be subject to securities regulation in certain provinces.

6.3 Tax Reporting

You are responsible for reporting all transactions for tax purposes. We may provide transaction records to assist with your tax reporting obligations and may report certain information to tax authorities as required by law.

7. TRADING AND TRANSACTION TERMS

7.1 Order Processing

- All orders are subject to availability and market conditions
- We reserve the right to reject or cancel orders that violate these Terms
- Completed transactions are generally final and irreversible

7.2 Fees and Charges

- All fees are disclosed in advance and displayed in Canadian dollars
- We may charge trading fees, withdrawal fees, and other service charges
- Fee schedules are available on our Platform and may be updated with reasonable notice

7.3 Transaction Limits

We implement daily, monthly, and transaction limits based on your verification level and risk assessment. Higher limits may be available subject to enhanced verification.

8. RISKS AND DISCLAIMERS

8.1 Digital Asset Risks

Trading in digital assets involves significant risks, including:

- **Volatility:** Prices can fluctuate dramatically
- **Technology Risk:** Blockchain networks may experience disruptions

- **Regulatory Risk:** Changes in laws may affect digital asset values
- **Liquidity Risk:** You may not be able to sell assets when desired
- **Cybersecurity Risk:** Digital assets may be subject to hacking or theft

8.2 Investment Disclaimers

- We do not provide investment advice
- Past performance does not guarantee future results
- You should consult with qualified financial advisors
- Only invest what you can afford to lose

8.3 Platform Availability

We strive to maintain platform availability, but cannot guarantee uninterrupted service due to maintenance, technical issues, or other factors beyond our control.

9. CUSTODY AND SECURITY

9.1 Digital Asset Custody

- We provide custody services for your digital assets
- Assets are held in secure, segregated accounts
- We maintain comprehensive insurance coverage for custodied assets
- We implement industry-leading security measures, including multi-signature wallets and cold storage

9.2 Your Security Obligations

You must:

- Maintain the security of your account credentials
- Use two-factor authentication when available
- Immediately report any unauthorized access
- Keep your contact information current

10. PROHIBITED ACTIVITIES

You may not use our Services for:

- Money laundering or terrorist financing
- Tax evasion
- Circumventing economic sanctions
- Fraudulent activities
- Market manipulation
- Any illegal purpose under Canadian law

11. LIMITATION OF LIABILITY

11.1 General Limitations

To the maximum extent permitted by Canadian law, our liability is limited to the greater of:

- The fees you paid to us in the 12 months preceding the claim, or
- \$1,000 CAD

11.2 Excluded Damages

We are not liable for indirect, incidental, or consequential damages, except as required by applicable consumer protection laws.

11.3 Consumer Law Override

Nothing in these Terms limits our liability where such limitation would be prohibited by Canadian consumer protection or other mandatory laws.

12. TERMINATION

12.1 Termination by You

You may terminate your account at any time by contacting customer support. We will assist with the withdrawal of your funds and the closure of your account.

12.2 Termination by Us

We may terminate or suspend your account if:

- You breach these Terms
- We are required to do so by law or regulation
- We reasonably believe your account poses a risk

12.3 Effect of Termination

Upon termination, you must withdraw all funds and digital assets. We will maintain records as required by law.

13. DISPUTE RESOLUTION

13.1 Internal Process

We encourage you to first contact our customer support team to resolve any disputes informally.

13.2 Mediation and Arbitration

For disputes that cannot be resolved internally, the parties agree to attempt mediation. If mediation fails, disputes may be subject to binding arbitration conducted in accordance with Canadian arbitration rules.

13.3 Class Actions

You may opt out of class action waivers as permitted by applicable provincial law.

13.4 Governing Law

These Terms are governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.

14. CHANGES TO TERMS

We may modify these Terms from time to time. Material changes will be communicated with at least 30 days' notice. Your continued use of the Services after changes take effect constitutes acceptance of the modified Terms.

15. ACCESSIBILITY

We are committed to making our Services accessible to all Users in accordance with the Accessible Canada Act and applicable provincial accessibility legislation.

16. OFFICIAL LANGUAGES

These Terms are available in English.

17. CONTACT INFORMATION

For questions about these Terms or our Services:

Customer Support Mailing Address: help@mudrex.com

18. ENTIRE AGREEMENT

These Terms, together with our Privacy Policy and any additional terms for specific Services, constitute the entire agreement between You and Mudrex regarding the Services.

19. SEVERABILITY

If any provision of these Terms is found to be unenforceable, the remaining provisions will continue to be valid and enforceable.

20. SURVIVAL

Sections relating to liability limitations, dispute resolution, governing law, and regulatory compliance shall survive termination of these Terms.

Last Updated: 01.09.2025

Version: 1.0

By using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.

