

# INFINIFX NETWORK INC.

## TERMS AND CONDITIONS

*Last updated: [27.ian.2026]*

Welcome to <https://infinifx.io> (the “Website”). The Website and the Services are operated by INFINIFX NETWORK INC., a corporation incorporated under the Business Corporations Act (Ontario) (Ontario, Canada), Ontario Corporation Number 1001203825, with registered office at 1270 Central Parkway West, Unit 102, Mississauga, Ontario, L5C 4P4, Canada (the “Company”, “Infinifx”, “we”, “us” or “our”).

These Terms and Conditions (these “Terms”) govern access to and use of the Website and the Services. By accessing, browsing or using the Website or the Services, you confirm that you have read, understand and agree to be bound by these Terms, as amended from time to time in accordance with Section 23 (Changes to these Terms).

If you do not agree to these Terms, do not use the Website or the Services.

### 1. Definitions and interpretation

#### 1.1 Defined terms

In these Terms, the following capitalised terms have the meanings below:

“**Account**” means a Customer’s electronic money account opened with the Company, which holds E-Money.

“**Alternative Payment Method**” or “**APM**” means a payment method (other than Card) that we are able and have agreed to process, which may include e-wallets, phone account payments and other methods made available through the Platform.

“**Base Currency**” means the reference currency selected by the Customer when opening a Wallet within the Account.

“**Business Day**” means a day on which the Company is open for servicing Customers, being any day other than a Saturday or Sunday, public holidays in Ontario, Canada, and any other non-business day we notify to you in advance (where practicable).

“**Business Relationship**” means the commercial relationship between the Company and a Customer during the period the Company provides Services.

“**Card**” means a payment card branded as, without limitation, Visa, Visa Electron, Mastercard or Maestro, used as a means of payment when conducting a Transaction.

**“Communication”** means any instruction, order, document, log, record, Transaction-related message or other information sent by one Party to the other under these Terms or in connection with the Services.

**“Customer”, “you” or “your”** means the Account holder or an applicant for Account opening with the Company, being a natural person or an entity (including a sole proprietor, merchant, self-employed person or other person conducting legal commercial or other activity) that has or seeks to have a Business Relationship with the Company.

**“Deposit”** means the crediting of funds to a Customer’s Account by purchasing E-Money using one of the available Deposit options.

**“E-Money”** means electronically stored monetary value represented by a claim of the Customer on the Company, issued by the Company on receipt of funds for the purpose of making payment Transactions through the Platform and accepted for that purpose.

**“Fees”** means any fees, rates, commissions and charges levied by the Company for providing the Services, as may be amended from time to time in accordance with these Terms. Where the Customer and the Company have a separate written agreement addressing Fees for particular Services, that agreement will prevail for those Fees to the extent of any inconsistency.

**“Login Credentials”** means all authorisation and verification information provided to you (or created by you where permitted) for identification and login to the Account, including account number/identifier, password, codes, and verification messages sent to email or mobile phone.

**“Platform”** means the Company’s software and systems through which the Services are made available, accessible through the Website and/or any other interface made available by the Company, including all programs and access points enabling the Customer to access Services.

**“Services”** means the services offered or made available by the Company under these Terms through the Platform, as described on the Website and/or within the Platform and/or in any separate written agreement between the Company and the Customer.

**“Transaction”** means any act initiated by a Customer to place, transfer, exchange, pay or withdraw funds/E-Money, irrespective of any underlying obligations between the Customer and any third party.

**“Wallet”** means a sub-account within the Account denominated in a selected Base Currency.

**“Withdrawal”** means the transfer of funds from the Account via a method selected by the Customer within the Platform by redeeming E-Money.

## **1.2 Interpretation**

- Headings are for convenience only and do not affect interpretation.
- Words in the singular include the plural and vice versa.
- “Including” and similar expressions are illustrative and do not limit what follows.
- References to a law include amendments and replacements from time to time.

## **2. Use of the Website and scope of Services**

### **2.1 General acknowledgements**

You acknowledge and agree that:

- the Company is not a credit institution or a bank, and your Account is not a bank account;
- the Company provides authorised Customers with access to the Platform to purchase E-Money and/or request redemption of E-Money, and to facilitate payments to and from third parties, and the Company acts as an independent service provider in respect of such Services; and
- access to the Services is conditional upon completion of KYC/AML onboarding checks and any ongoing periodic, regular, annual or exceptional checks relating to your activity, risk profile and compliance requirements.

### **2.2 Other policies and conditions**

Additional conditions may apply to your use of the Website or Services, including (without limitation) a privacy policy, cookie policy and AML/KYC notice, each as published or referenced on the Website or within the Platform. You are responsible for reviewing the Website and Platform regularly to stay informed of updates.

If you do not agree with any updated terms, policies or conditions, you must stop using the Website and the Services.

## **3. Onboarding, relationship management and communications**

### **3.1 Eligibility and Company discretion**

(a) The Company provides Services only to Customers that have been authorised by the Company following onboarding and risk/compliance checks.

(b) The Company is not obliged to accept any applicant as a Customer and may determine, in its discretion, what information is required and on what basis an application may be approved or declined.

### **3.2 Information requests and timing**

(a) During onboarding and at any time thereafter, the Company may request information and documentation from you, including identification and beneficial ownership information, to meet AML/CTF and other compliance requirements.

(b) You must provide requested information within fourteen (14) Business Days, unless we specify a different timeframe. If you do not, the Company may suspend and/or close the Account in accordance with these Terms.

### **3.3 Ongoing updates**

You must keep your information up to date and notify the Company (and provide supporting documents where relevant) within fourteen (14) Business Days of any change in circumstances or facts relating to information you previously provided.

### **3.4 Permitted use and declared activity**

(a) Your Account is personal to you and may be used only by you and only for the activity and purposes declared during onboarding and approved by the Company.

(b) If your planned activity or purpose changes, you must submit updated information (and, if required by the Company, a new application) for review and approval before using the Services for that new purpose.

### **3.5 One Account per Customer**

Each Customer may maintain only one approved Account. If more than one Account is opened, you expressly authorise the Company to close one Account (at its discretion) and transfer any balance to the remaining Account so that you maintain only one Account at any time.

### **3.6 Security and prohibited interference**

You must not (and must not attempt to) tamper with, hack, modify, damage, interfere with, or corrupt the security or functionality of the Platform. If the Company suspects such activity, the Company may immediately freeze the Account and suspend Transactions pending investigation.

### **3.7 Language**

Communications and information may be provided in English only. English is the language of these Terms and Communications between you and the Company.

### **3.8 Communications channels and telecommunications risks**

(a) The Parties may communicate via phone, email and other technological solutions as instructed by the Company and accepted by you.

(b) You acknowledge inherent risks in electronic communications, including system failures, transmission delays, interception, alteration, misdelivery, duplication, dissemination, service restrictions by telecom operators, and internet outages. Orders may be delayed, incorrectly executed or not executed, and may not be capable of being placed or amended due to disruption.

(c) You assume these risks and agree to use telecommunications tools at your own risk. To the maximum extent permitted by applicable law, the Company is not liable for losses arising from telecommunications risks and does not warrant uninterrupted internet connectivity.

### **3.9 Recording and monitoring**

The Company may record and/or document phone calls, internet exchanges (including chat during registration), emails and meetings and may use such records as evidence in disputes or where disclosure to regulators or courts is appropriate. You should not rely on the availability of such recordings.

### **3.10 Electronic notices; deemed receipt**

(a) The Company may provide notices or information by posting on the Website, within the Platform (including areas accessible only after login), emailing your verified email address, calling your phone number or sending SMS. You are responsible for maintaining internet access and an email account.

(b) Unless these Terms specify otherwise, a notice is deemed received within twenty-four (24) hours after it is posted on the Website/Platform or sent by email. If sent by mail, it is deemed received three

(3) Business Days after it is sent.

### **3.11 Copies of disclosures; withdrawal of consent**

(a) You may request a copy of legally required disclosures (including these Terms) in a durable medium (for example, by email).

(b) You may withdraw consent to receive disclosures electronically by requesting this from the Company. The Company may charge a document request fee for paper copies and may close your Account if you withdraw consent to receive electronic communications.

### **3.12 Contacting the Company**

Notices to the Company in connection with these Terms must be sent to: [info@infinifx.io].

## **4. Account access and Login Credentials**

4.1 Access. You will access your Account through the Website/Platform using Login Credentials. If you have login issues, you must contact the Company for technical assistance.

4.2 Verification. Upon entry of Login Credentials, the Company will verify the information. Once verified, you may access the Account and submit Transaction instructions through the Platform.

4.3 Compromise or suspected compromise. If you suspect Login Credentials have been acquired by a third party, you must promptly notify the Company. You may request that the Account be blocked pending investigation and identification.

4.4 Company access for supervision and security. You acknowledge the Company may access the Account for supervisory, audit and security purposes. The Company will not take action on the Account except as permitted under these Terms or as required by law.

4.5 Customer responsibility for credentials. You must keep Login Credentials confidential and protect them from misuse. Any loss or misuse is your responsibility. Access using Login Credentials will be

treated as access by you, unless we determine otherwise. The Company may request additional identification at any time.

4.6 Blocking and unblocking. If you suspect compromise, you may request the Company block Login Credentials. The block may be lifted only by you (subject to verification).

4.7 "As is". You acknowledge the electronic nature of the Platform and that it is provided on an "AS IS" and "WITH ALL FAULTS" basis, to the maximum extent permitted by applicable law.

## **5. Wallets and safeguarding of funds**

5.1 Wallets. Once authorised, you may create Wallets in various currencies. Wallets are sub-accounts within your Account denominated in the Base Currency you select.

5.2 No obligation to maintain a balance. You are not obliged to maintain a balance in your Account or in any Wallet.

5.3 Segregation / safeguarding concept. If you hold a balance, the funds representing that balance may be segregated and pooled with balances of other customers and held in one or more accounts in accordance with applicable legal requirements and Company policies.

## **6. Transactions**

6.1 General Transaction process. To conduct a Transaction, you must: (a) fund your Account by purchasing E-Money or receiving E-Money transferred via the Platform; and (b) prepare the Transaction for execution within the Platform, subject to final authorisation. Upon final authorisation, the Company will execute the Transaction as requested.

6.2 Deposits. You may purchase E-Money using available Deposit methods. You must provide requested information and pass identity and security checks before the Company accepts a Deposit. By making a Deposit, you authorise the Company to receive funds, deduct applicable Fees, and credit E-Money to your Account.

6.3 Withdrawals. You may redeem E-Money and withdraw using available Withdrawal methods. Withdrawals may only be made to an account held in your name. The Company may impose limits, request additional information, or withhold Withdrawals where required by law.

6.4 Payments within the Platform. You may initiate payments to other customers or entities that accept transfers through the Platform. Once initiated, a Transaction cannot be cancelled or modified and constitutes your irrevocable instruction to execute.

6.5 Internal transfers and currency conversion. You may perform internal transfers between Wallets in different currencies. The Platform may display an indicative rate; you acknowledge such rates may be indicative and subject to execution.

6.6 Chargebacks. If you use an instrument that permits chargebacks to purchase E-Money, you agree not to exercise chargeback rights except where the Company fails to perform obligations under these Terms and you are entitled to a refund. If you charge back or reverse an E-Money purchase, you must reimburse the Company the value of the E-Money plus applicable Fees and related costs.

6.7 Refunds. Refunds may be granted only in the limited circumstances described by the Company, subject to validation and documentation requests. Refund requests must be submitted within fourteen (14) days of the relevant Transaction unless the Company specifies otherwise.

6.8 Unauthorised and prohibited use. You are solely responsible for ensuring the Services are not used for illegal Transactions and must not use the Services to abuse reversals/chargebacks, violate applicable law, hack or interfere with the Platform, infringe IP rights, or refuse to cooperate with compliance checks.

## **7. Transaction history and confirmations**

(a) The Platform will record Transaction history, including charges, Fees and margins, and make it accessible to you.

(b) For an additional fee as specified on the Website/Platform, you may request confirmation of a Transaction.

(c) The history may show Transaction status (completed, cancelled, pending).

## **8. Security of funds and verification checks**

(a) The Company maintains procedures and measures intended to safeguard customer funds.

(b) Certain Transactions or functionalities may require identity and security validation checks, including via third-party verification systems.

(c) Certain functionalities may have minimum and maximum limits.

(d) The Company may validate and verify information you provide for compliance and security purposes.

## **9. Fees and charges**

9.1 Fees generally. You agree to pay all applicable Fees for Services, including transfers, conversions, Withdrawals, document preparation and other Services.

9.2 Review before transacting. Before instructing a Transaction, you must review and accept the Fees associated with the relevant Service as displayed on the Platform and/or set out in a Fees document or schedule.

9.3 FX pricing. For Transactions involving currency exchange, the prevailing spot rate offered by the relevant liquidity provider may be applied (as implemented through the Platform).

9.4 Fee deduction. You authorise the Company to debit any Fees owed from your Account at any time.

9.5 New services and Fee changes. The Company may introduce new services and related Fees and may amend Fees by notice. If you have a separate written fee agreement, it governs the covered Fees.

## **10. Uncleared funds and payments**

(a) Certain Deposit methods may result in E-Money being credited before the underlying payment and associated Fees are cleared.

(b) The Company may debit insufficient funds and uncleared payments from your Account, recover them from the relevant provider, or collect them from you by other means.

(c) Where practicable, the Company will provide prior notice unless doing so would compromise security measures or be unlawful.

## **11. Negative balance**

(a) A negative balance arises when there is insufficient E-Money in your Account, including due to an impermissible chargeback or an unjustified refund.

(b) Any negative balance constitutes a debt owed by you to the Company and is payable immediately upon demand.

(c) The Company may pursue collection measures and may charge reasonable fees and expenses incurred in connection with collection and enforcement.

## **12. Restricted jurisdictions and restricted activity**

12.1 Sanctions and restricted jurisdictions. The Company complies with applicable sanctions regimes and may restrict jurisdictions, persons and entities in accordance with law and internal policies.

12.2 Restricted activities. The Company may refuse Services, suspend or close Accounts where it reasonably believes or suspects activity presents security, fraud, AML/CTF, sanctions, reputational or other risk, or breaches these Terms or applicable law.

12.3 Jurisdictional service limitations. Certain Services may be unavailable to customers in certain jurisdictions or categories as determined by the Company from time to time.

## **13. Customer warranties**

You represent and warrant that: (a) your products/services comply with applicable laws in each jurisdiction where you offer them; (b) you hold all required licences and permits; (c) you do not receive or send funds connected to illegal, fraudulent, deceptive or manipulative activity and do not use illegal sources of funds; and (d) you will indemnify the Company against losses arising from your breach of these Terms.

## **14. Suspension and closure of Accounts**

14.1 Closure by Customer. You may request closure of your Account in accordance with Platform procedures. The Company retains data as required by law and its privacy practices for at least five (5) years.

14.2 Closure by Company with notice. The Company may close your Account by giving ten (10) days' notice.

14.3 Suspension/closure without notice. The Company may suspend or close your Account without notice where it reasonably considers it necessary, including for fraud, unauthorised access, material breach, failure to provide information, AML/CTF concerns, insolvency or where required by law.

14.4 Inactive Accounts. The Company may close Accounts inactive for nine (9) months and handle any available funds in accordance with Company policy and applicable law.

14.5 Redemption on closure; authority disclosures. Upon closure, the Company will redeem any unrestricted funds in accordance with these Terms and applicable requirements. The Company may disclose information to authorities or other permitted recipients where required or permitted by law.

## **15. Confidentiality and data protection**

15.1 Confidentiality. Each Party must not disclose confidential information of the other Party except where required by law or regulatory authorities.

15.2 Data sharing within the Platform. By accepting these Terms, you agree certain data (such as your email or phone number) may be processed and may be visible to other Platform users to facilitate transfers and Platform functionality.

15.3 Regulatory and counterparty disclosures. The Company may disclose Customer information as required by law, payment system rules, regulators, counterparties or other permitted recipients.

15.4 Cross-border processing. You acknowledge personal information may be processed and stored outside Canada and/or outside the EEA (or other jurisdictions) depending on service providers and operational arrangements.

15.5 Roles and compliance. You and the Company may each act as independent controllers (or equivalent roles) for personal information processed in connection with the Services and must comply with applicable privacy laws.

15.6 Monitoring and retention. The Company may monitor and record calls for quality assurance and security and retain personal information after closure as required by law and for fraud/security reasons.

15.7 Identity validation sharing. For identity validation and Transaction security, the Company may share certain information with other entities involved in transfers and verification processes.

15.8 PIPEDA and applicable privacy laws. The Company processes personal data in accordance with PIPEDA and other applicable laws. You must ensure you have obtained any required consents from individuals whose personal information you provide to the Company.

## **16. Waiver**

Rights and remedies under these Terms are cumulative and not exclusive. Delay or partial exercise of any right does not operate as a waiver. A waiver of one breach is not a waiver of any subsequent breach unless expressly stated in writing.

## **17. Remedies and limitation of liability**

17.1 Indemnity. You will indemnify and hold harmless the Company from losses, taxes, expenses, costs and liabilities (including reasonable legal fees) incurred due to your breach of these Terms or illegal actions conducted by you while using the Services.

17.2 No warranties; service availability. Except as required by applicable law, the Company provides the Services without express or implied warranties beyond those expressly stated in these Terms. Access may be restricted for repair, maintenance, or introduction of new services.

17.3 Reliance on information. While the Company endeavours to provide accurate information, it does not guarantee accuracy in all circumstances. You must promptly notify the Company if you believe communications deviate from your instructions.

17.4 Third-party and external disruptions. The Company is not liable for disruption or impairment of Services or intermediary services beyond its reasonable control.

17.5 Excluded losses. To the maximum extent permitted by applicable law, the Company is not liable for indirect or consequential losses (including loss of profit, business or reputation) or losses arising from compliance with legal or regulatory requirements.

17.6 Non-excludable liability. Nothing in these Terms excludes liability for fraud, fraudulent misrepresentation, or any liability that cannot be excluded by law.

17.7 Scope of Company responsibility. The Company's obligation is limited to providing payment services/electronic money accounts. The Company does not endorse or control goods/services paid for using the Services and does not assess or pay taxes, duties or charges arising from transactions between customers and third parties.

17.8 Survival. Your obligations under this Section 17 survive termination and closure of the Account.

## **18. Dispute resolution and governing law**

18.1 Good faith resolution. The Parties will attempt to resolve disputes amicably and in good faith. Threats, coercion or blackmail against the Company are prohibited and may result in immediate termination.

18.2 Complaints first. You must first raise complaints relating to the Services with the Company.

18.3 Governing law and venue. These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any dispute not resolved by negotiations will be exclusively submitted to the courts of Ontario, and the Parties attorn to the jurisdiction of those courts.

18.4 Payment system rules. You and the Company must comply with applicable laws and, where relevant, applicable payment system rules (including card scheme rules).

## **19. Assignment**

Neither Party may assign or transfer these Terms or any rights or obligations under them to a third party without the other Party's prior written consent (not to be unreasonably withheld). The Company may assign these Terms to its parent, subsidiary or affiliated entities without your consent in connection with a merger, reorganisation, recapitalisation, or sale of all or substantially all of the Company's shares, business or assets. Any unauthorised assignment is void.

## **20. Force majeure**

No failure or omission by any Party to perform obligations under these Terms will constitute a breach if caused by force majeure, including acts of God, war, civil commotion, riots, blockades, embargoes, sabotage, strikes, lockouts, labour shortages, subcontractor delivery delays, machine failures caused by force majeure, or other events beyond the affected Party's reasonable control.

## **21. Notices**

Any notice under these Terms must be in writing and delivered to the address stated in these Terms or in the Account application, or such other address as a Party may notify to the other for that purpose, unless these Terms expressly permit another notice method.

## **22. Software licence**

22.1 Licence grant. If you use Company software (including any API, reporting system, SDK or other application), the Company and its licensors grant you a limited, non-exclusive licence to use the software in accordance with documentation and updates provided, solely for your own use of the Services.

22.2 Restrictions. You must not rent, lease or transfer your software rights to a third party. You must comply with implementation and use requirements provided by the Company, including those required to comply with applicable laws and card scheme rules.

22.3 No reverse engineering. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, decompile, or otherwise attempt to derive source code from the software. All rights in the software remain with the Company and/or its licensors. Third-party software is subject to the third-party licence terms.

## **23. Changes to these Terms**

(a) The Company may amend these Terms at any time by notice, including by email, by posting on the Website/Platform, or by presenting updated terms when you access your Account. Changes take effect on the date specified in the notice unless you expressly disapprove within thirty (30) calendar days of notification.

(b) Any objection by you constitutes notice to terminate concluded agreements between the Parties and close all Accounts, and the Parties may exercise termination rights accordingly.

(c) Posting a notice on the Website/Platform is deemed valid notification. You agree to review the Website/Platform regularly for updates.