

INFINIFX NETWORK INC.

ACCOUNT SUSPENSION AND TERMINATION POLICY

Last updated: [27 Jan 2026]

Website: <https://infinifx.io>

This Account Suspension and Termination Policy (this “**Termination Policy**”) explains how **INFINIFX NETWORK INC.** (“**Infinifx**”, “**we**”, “**us**”) may suspend, restrict or terminate access to Services, and how customers may close accounts, in a manner consistent with our contractual terms and compliance obligations.

1. Scope and hierarchy

1.1 This Termination Policy applies to all applicants, customers and account holders using the Services.

1.2 If you have a separate written agreement with Infinifx (e.g., a services agreement, enterprise agreement, or fee schedule) or platform Terms and Conditions, those documents govern your relationship with Infinifx. This Termination Policy describes our standard operational approach and may be applied alongside contractual rights.

2. Key concepts

2.1 **Suspension** means temporary restriction of access to all or part of the Services (including placing holds on transactions).

2.2 **Termination/closure** means ending the business relationship and closing the account, subject to completing required redemptions, holds, investigations, and legal obligations.

2.3 **Business Day** means a day other than Saturday, Sunday or a public holiday in Ontario, Canada.

3. Customer-initiated account closure

3.1 **How to request closure.** You may request closure via the platform workflow or by contacting support. We may require identity re-verification before actioning closure.

3.2 **Pre-closure requirements.** Before closing an account, we may require that you:

- (a) complete pending transactions or allow them to settle;
- (b) pay any outstanding fees, chargebacks, negative balances or amounts owed; and
- (c) provide final instructions for redemption/withdrawal of remaining eligible balances.

3.3 **Redemption of remaining balance.** Subject to holds and legal restrictions, we will process redemption/withdrawal of remaining eligible balances to an account in your name (or as otherwise permitted by the platform), net of applicable fees and adjustments.

4. Infinifx-initiated suspension

4.1 **When we may suspend.** We may suspend or restrict access immediately (and without prior notice where appropriate) to protect you, Infinifx or third parties, or to comply with law, including where:

- (a) we suspect unauthorised access, credential compromise or fraud;

- (b) we identify unusual activity, chargeback abuse, refund anomalies or transaction patterns inconsistent with your profile;
- (c) we require additional KYC/KYB information and you do not provide it within the required timeframe;
- (d) we suspect money laundering, terrorist financing, sanctions evasion or other prohibited conduct;
- (e) a regulator, law enforcement agency, payment partner or court order requires or reasonably necessitates suspension;
- (f) technical or security incidents require containment; or
- (g) you breach platform terms, acceptable use rules, or restrictions on jurisdictions/counterparties.

4.2 What happens during suspension. During suspension:

- (a) you may be unable to initiate transactions or withdrawals;
- (b) pending transactions may be delayed or rejected; and
- (c) we may request documents/information to resolve the issue.

4.3 Lifting suspension. We may reinstate access once the reason for suspension is resolved and any required verification or remediation steps are completed, unless we decide to terminate in accordance with Section 5.

5. Infinifx-initiated termination and closure

5.1 Closure with notice (standard). Where appropriate, we may close an account by providing written notice (typically via email and/or platform notice) at least ten (10) days in advance.

5.2 Immediate termination/closure. We may terminate immediately (or close after a shorter notice period) where we reasonably determine it is necessary, including where:

- (a) you provide false, misleading, incomplete or forged information;
- (b) we cannot complete or refresh required KYC/KYB checks;
- (c) you (or a beneficial owner/controller) is a sanctions match or otherwise subject to restrictive measures;
- (d) we reasonably suspect money laundering, terrorist financing, fraud or other criminal activity;
- (e) you materially breach platform terms or any agreement with Infinifx;
- (f) your activity presents unacceptable compliance, fraud, credit, operational or reputational risk;
- (g) you misuse chargebacks, reversals or dispute processes;
- (h) you threaten or abuse staff or engage in coercive conduct;
- (i) you become insolvent, enter bankruptcy/receivership, or cease operations; or
- (j) we are required to do so by law, a regulator, a payment network, or a partner bank/payment provider.

6. Effects of termination/closure

6.1 Fees and set-off. We may deduct outstanding fees, costs, chargebacks, refunds, penalties (where permitted), and other amounts owed from available balances before redemption.

6.2 Holds and delays. We may hold or restrict funds where required by law, where an investigation is ongoing, or where we reasonably need to manage chargeback/refund exposure or financial crime risk.

6.3 Negative balances. Any negative balance constitutes an amount owed by you to Infinifx and remains payable after closure. We may pursue recovery through lawful means.

6.4 Data retention. We retain records after closure as required by law and for compliance, audit, dispute resolution and fraud prevention purposes, typically for at least 5 years.

7. Inactive accounts

7.1 We may treat an account as inactive if there has been no login or transaction activity for 6 months (or as otherwise stated in applicable terms).

7.2 Before closing an inactive account, we may attempt to contact you using the most recent contact details on file.

7.3 If an inactive account is closed, any remaining eligible balance will be handled in accordance with applicable terms, legal requirements and our compliance obligations.

8. Questions and review requests

If you believe an account action was taken in error, you can contact us. We may require additional information to review your request. We may be limited in what we can disclose if legal or regulatory restrictions apply.

9. Changes to this Termination Policy

We may update this Termination Policy from time to time by posting an updated version on the Website. The "Last updated" date indicates when changes took effect.