Terms and Conditions

INFINIFX NETWORK INC.
Revision date 3 November 2026

These Terms govern InfiniFX's website and its agreed business payment technology and exchange facilitation services. InfiniFX does not receive, hold or control customer transaction funds or cryptoassets. Read the service and provider information supplied before activation or an order, as well as these Terms.

1 The company and its registrations

1.1 INFINIFX NETWORK INC. is the operator of https://infinifx.io and is referred to as InfiniFX, we, us or our. Its Ontario Corporation Number is 1001203825. Our contact address is 1270 Central Parkway West, Unit 102, Mississauga, Ontario L5C 4P4, Canada. Email: business@infinifx.io. Telephone: +1 888 586 3171.

1.2 As at the revision date, FINTRAC's public register records InfiniFX as Registered under MSB number C10001365, with services recorded as Foreign Exchange, Money Transferring, Virtual Currency and PSP. The Bank of Canada's register records InfiniFX as a Registered payment service provider under the Retail Payment Activities Act, with registration dated 26 May 2026.

1.3 These registrations are not licences, endorsements, investment approvals or guarantees of our performance or your funds. They do not establish that every service, currency, cryptoasset, payment method or jurisdiction is available or legally authorized. InfiniFX does not offer a bank deposit, issue E-Money, or provide a custodial wallet under these Terms.

2 Meaning of key terms

2.1 Customer or you means the business that expressly accepts these Terms, including a sole proprietor acting for business purposes. Authorized User means an adult whom that business authorizes to use its Customer Profile. Customer Profile means an administrative login and record of services; it is not a payment account, wallet or monetary balance.

2.2 Service Confirmation means the written service order, activation disclosure or transaction confirmation supplied before commitment and expressly accepted by you. It identifies the enabled service, the parties' roles, charges, geographic limits and any applicable provider terms. An Execution Provider is the bank, acquirer, payment institution or exchange counterparty identified in that confirmation as responsible for execution or settlement under its identified contract. No provider relationship is established merely by displaying a name, logo or payment method on the website.

2.3 Transaction Funds means money or cryptoassets used to pay, exchange or settle a transaction, including merchant proceeds. It excludes separately agreed fees earned by InfiniFX for its own services. Business Day means a day other than a Saturday, Sunday or Ontario public holiday. Calendar days are used unless Business Days are specified.

3 Contract formation and document order

3.1 Reading the website or sending an enquiry does not open a financial account, approve an applicant, authorize a payment or create a contract for paid services. Paid services require express acceptance of these Terms and a Service Confirmation by a person authorized to bind the business. We supply a retainable copy. You must have an opportunity to review the documents and correct errors before accepting.

3.2 Mandatory law and applicable non-waivable merchant protections prevail. Subject to that rule, an expressly negotiated Service Confirmation governs the particular commercial items it identifies; these Terms govern otherwise, followed by the Account Suspension and Termination Policy. A Service Confirmation cannot introduce fund holding, custody or an excluded product under these Terms. The Privacy Policy explains personal information handling and does not create blanket consent. The Public AML ATF and Sanctions Notice explains compliance requirements and does not replace our internal program or amend this contract. Provider contracts govern the provider's obligations; they do not remove our own obligations.

4 Eligibility and geographic limits

4.1 Services under these Terms are for verified businesses and business use only. Authorized Users must be at least 18 and have legal capacity where they act. We do not onboard individuals for personal, family or household use under this contract. Shoppers, beneficiaries, business representatives and other individuals retain any mandatory rights that apply to them; describing a service as B2B does not displace those rights.

4.2 Availability is limited to the business locations, payer and payee locations, currencies, assets and payment methods expressly accepted in your Service Confirmation. Canadian registrations do not authorize services abroad. No service is available where prohibited by law, sanctions, a binding order or an applicable provider restriction.

4.3 A service involving Quebec must not be activated until its provincial licensing and other requirements have been assessed and satisfied. Where applicable, French website and service information and a French version of an adhesion contract and related documents must be supplied before a valid express choice of another language. These Terms impose no English-only waiver. No Quebec licence or exemption is represented by this document.

5 Services and activation requirements

5.1 Only services expressly enabled in a Service Confirmation are supplied. Within that scope, InfiniFX may supply a gateway or API, communicate payment or payout instructions, provide transaction reporting, or facilitate fiat foreign exchange or spot cryptoasset exchange orders. A demonstration, enquiry, indicative quote or website description does not activate a feature.

5.2 Before activation, the Service Confirmation must identify each party's legal name and role, who contracts with you and your payer or payee, who receives funds, who executes and settles orders, and which terms govern fees, refunds, chargebacks, complaints and any provider reserve. It must identify the permitted corridor and any relevant authorization or exemption. If that information or a lawful direct settlement route is unavailable, the service must not be activated and no Transaction Funds should be sent.

5.3 InfiniFX does not represent that it is a card network member, an acquiring bank, an issuer, a securities exchange, a securities or derivatives dealer, or a provider's agent merely because it offers an integration or is registered as an MSB or PSP. Any specific acquiring or agency role requires express, accurate disclosure and the corresponding agreements and permissions before use.

6 Transaction funds and ownership

6.1 InfiniFX does not receive, hold, pool or control Transaction Funds, maintain customer monetary balances, keep private keys or seed phrases, or have authority to move assets from your wallet. Do not send Transaction Funds to InfiniFX or to an account or address controlled by InfiniFX. Your Customer Profile does not give you a claim for redemption of E-Money or a deposit with InfiniFX.

6.2 Transaction Funds move directly between you or the relevant payer, the identified Execution Provider and the intended recipient, according to the disclosed transaction structure. Rights to those funds or assets arise under the actual transaction and provider contract. InfiniFX acquires no beneficial ownership or security interest in Transaction Funds under these Terms and cannot lend, pledge, stake or otherwise use them.

6.3 The absence of InfiniFX custody does not eliminate risks from providers, settlement failure, insolvency, fraud or blockchain transactions. Neither FINTRAC nor Bank of Canada registration supplies deposit or cryptoasset insurance. Any claimed provider safeguarding, trust, insurance, CDIC or investor-protection coverage must be separately established under the applicable arrangement and scheme; no such coverage is promised here.

6.4 The real fund flow, possession and control determine statutory duties. If Transaction Funds nevertheless come under our control, we must meet any applicable safeguarding duties and arrange their lawful return or handling, without treating them as our fees. A contract label cannot remove obligations under section 20 of the Retail Payment Activities Act or other mandatory law. A change to a holding model requires a separate legal and operational assessment and revised disclosures before launch.

7 Onboarding and lawful use

7.1 You must provide accurate business, authority, ownership, control and transaction information reasonably needed for the agreed service and applicable legal obligations. We may verify identity, business existence, beneficial ownership, third parties, intended use and relevant source of funds or wealth. Requests and verification methods must be proportionate and lawful. Onboarding is not guaranteed or subject to a guaranteed completion time.

7.2 Notify us promptly of changes affecting ownership, authority, location, permissions, activities or security. We will state a reasonable deadline for further information, allowing for urgency and legal requirements. We may decline or restrict a service where verification cannot be completed, but must follow the safeguards in the Account Suspension and Termination Policy.

7.3 You must not use the services for fraud, money laundering, terrorist financing, sanctions evasion, unlawful gambling, prohibited investments, concealment of the true customer or another illegal purpose. You must not process for undisclosed merchants or third parties, disguise transaction types, split transactions to evade controls, circumvent location restrictions or misrepresent required permissions. You remain responsible for the legality of your own business; that responsibility does not transfer InfiniFX's legal duties to you.

8 Access and instructions

8.1 Limit access to Authorized Users, protect credentials and API secrets, and promptly tell us of suspected compromise. We may restrict affected access, verify authority or require a safer communication route. We remain responsible for reasonable security and our own acts and omissions.

8.2 You authorize only the instructions and permissions you actually approve through the agreed process. Successful use of a password, API key or authentication code is evidence to investigate, not conclusive proof that you authorized a transaction or that you bear every loss. An API permission must not give InfiniFX custody or discretionary control over Transaction Funds.

8.3 We may reject duplicate, incomplete, inconsistent, unauthorized or unlawful instructions. We will communicate the status and reason where lawful and practicable, and explain how to correct the issue. A transmission acknowledgement is not execution or final settlement. We must not silently change your beneficiary, asset, rate, amount or execution provider.

9 Pricing and execution

9.1 Before an order is binding, the Service Confirmation must disclose the amount and currency you pay, the amount and currency or asset expected to be delivered, our charges, provider charges known to us, any FX or crypto conversion rate and included spread or markup, applicable taxes, and any variable network fee or intermediary deduction that cannot yet be fixed. We must explain the basis or a reasonable estimate of a variable charge and any effect on the recipient amount. Mandatory fixed fees must not be hidden from an advertised attainable price.

9.2 Indicative rates must be labelled indicative. A firm quote must identify its expiry, acceptance method and any stated execution condition. A provider may execute only on the accepted basis; a changed price or expired quote requires a new acceptance unless a clearly disclosed, objectively defined execution method was already authorized. No best rate, instant execution, profit or uninterrupted availability is guaranteed.

9.3 The confirmation must state acceptance and cancellation points, cut-off times, expected execution and settlement periods, relevant limits and when settlement is treated as final. We will supply a retainable record of instructions, charges and status within our responsibility. Necessary records and legally required disclosures are supplied without a separate confirmation fee.

10 Spot cryptoasset exchange facilitation

10.1 A cryptoasset feature is limited to an expressly approved spot transaction and identified asset, network, execution counterparty and delivery address. Before it is enabled, the legal classification of the asset and transaction and the permissions or exemptions required in each relevant province and country must be established. No securities-law exemption is promised merely because InfiniFX has no custody.

10.2 Cryptoassets are delivered directly by the executing counterparty to a wallet controlled by the intended customer or recipient. A sale must use a disclosed direct settlement route between that customer and the executing counterparty. No InfiniFX crypto balance, internal withdrawal account or deferred claim to crypto is created. You must never give us a private key or seed phrase. The confirmation must identify who supplies or receives fiat and crypto and when ownership, control and settlement risks pass under the actual transaction.

10.3 Cryptoasset prices can be volatile, stablecoins can lose their reference value, and tokens or networks can fail. Wrong networks, addresses or destination tags may cause permanent loss. Review all details before authorizing an instruction. A broadcast blockchain transaction generally cannot be reversed by InfiniFX. That technical limit does not remove liability for an error, unauthorized instruction, misleading statement or other breach for which we or a provider are legally responsible.

10.4 These Terms do not offer leverage, margin, derivatives, securities tokens, lending, yield, staking, token issuance, stablecoin issuance, investment advice or discretionary investment management. No such product can be enabled by a generic reference to services in a Service Confirmation.

11 Payment methods and merchant obligations

11.1 A card brand, local payment method or geographic illustration does not establish a live integration, scheme approval or availability to your business. Card acceptance, merchant settlement, payout methods and provider accounts require the specific provider agreement and approvals disclosed before activation. InfiniFX does not issue a merchant account or promise payment acceptance under these Terms.

11.2 If you are a merchant, disclose to shoppers your legal identity, total price, delivery and refund terms and contact route. Fulfil your orders and provide accurate transaction descriptions. You must

protect payment information and comply with the security and network requirements actually applicable to your role. No PCI DSS certification, 3D Secure implementation or elimination of fraud is represented by this contract.

11.3 Where the Code of Conduct for the Payment Card Industry in Canada applies through a participating network or acquiring relationship, its applicable disclosure, consent, cancellation and complaint protections are preserved. Required merchant disclosures must be delivered before contracting, and new payment-processing products require express consent. A technical-integration label does not remove obligations arising from the actual role.

12 Cancellations refunds and disputed transactions

12.1 Request cancellation or correction promptly using the contact details in clause 1.1 and the provider's specified urgent route. We will act on an instruction still within our control and communicate a provider request without undue delay. After execution becomes irreversible, recovery depends on the applicable law, provider, recipient or network. An instruction is not irrevocable merely because you initiated it.

12.2 Report unauthorized, duplicate, failed, misdirected or incorrectly priced transactions promptly. We will investigate our records, help identify the executing party and cooperate with lawful trace or recovery requests. We will correct our errors and reimburse or restore amounts for which we are responsible under the contract or mandatory law. A reporting delay matters only to the extent lawfully relevant, including actual avoidable loss; a delay does not itself extinguish a claim or shorten a statutory limitation period.

12.3 Refunds of Transaction Funds are made by the party that actually holds or owes them under its contract or mandatory law. We will assist with instructions and status within our role. Provider charges and exchange differences must be explained and cannot be deducted without a valid legal or contractual basis. We refund unearned prepaid InfiniFX fees following cancellation or termination and any other amount required by law. An executed exchange is not automatically undone at its original rate.

12.4 Cardholders and merchants retain applicable chargeback and dispute rights under law, network rules and their provider agreements. A good-faith dispute is not a breach of these Terms. You must not obtain double recovery or submit a fraudulent reversal. Any provider recovery, reserve or chargeback liability must have a disclosed lawful basis and supporting explanation; it is not an unrestricted right for InfiniFX to debit a balance.

13 InfiniFX fees and invoices

13.1 Only fees expressly accepted in your Service Confirmation are payable. The confirmation specifies calculation, currency, taxes, billing frequency, due date and the treatment of prepaid fees. Our fees are payable by invoice or a separately authorized method. We do not debit customer settlement balances ourselves. No discretionary fine, inactivity charge, refund penalty, unspecified collection charge or reserve arises under these Terms.

13.2 Tell us promptly of a disputed invoice. We will provide the basis and supporting calculation and investigate in good faith. You must pay undisputed amounts when due. We may pursue a valid debt by lawful means, but a dispute does not authorize us to control, set off or retain Transaction Funds, or to prevent a person using a statutory remedy.

14 Restrictions suspension and closure

14.1 The Account Suspension and Termination Policy governs restrictions, notice, review and exit. A restriction must have a reasonable contractual or legal basis and be proportionate to the risk. Urgent action may precede notice where necessary for security or law; it does not justify an indefinite restriction without review.

14.2 Because InfiniFX holds no Transaction Funds, suspension or closure does not confiscate a balance, create an InfiniFX reserve or authorize a provider to withhold money. We will assist with pending instructions, records and provider contact. Any legally required blocking or provider hold must be handled under its actual legal basis.

15 Personal information and confidentiality

15.1 The Privacy Policy describes purposes, recipients, international processing, retention, consent, rights and complaints. We collect and disclose information only on an applicable lawful basis, including meaningful consent where required. Accepting these Terms does not authorize unrelated marketing, biometric processing, publication of contact details to other users or unrestricted disclosure to counterparties.

15.2 If you supply another person's information, you must have authority and provide the notices or consents required for your disclosure. Each party remains accountable for its own processing. Processing on your behalf requires documented instructions and appropriate confidentiality, security, deletion and incident obligations; it does not prevent InfiniFX from fulfilling its own legal duties.

15.3 Each party must protect the other's non-public business information and use it only for the relationship or a lawful purpose. Necessary disclosures to personnel, contracted providers or professional advisers require suitable protection. This does not restrict mandatory reporting, lawful evidence, privacy rights, complaints or protected disclosures.

16 Technology and service interruptions

16.1 You receive a limited, non-exclusive right during the contract to use the agreed interface and documentation for your approved business. Intellectual property remains with its owner. Do not resell access without permission, infringe rights, attack systems or bypass reasonable controls. Restrictions on copying or reverse engineering apply only so far as lawful and do not override mandatory exceptions or an applicable open-source licence.

16.2 Service interruptions can occur. We will take reasonable steps within our responsibility to maintain and restore services and communicate material disruption. Any agreed service level is stated in the Service Confirmation. We remain responsible for mandatory operational risk, incident notification and reporting obligations and for reasonable management of suppliers we engage. An external outage is not an automatic exclusion of all responsibility.

17 Responsibility and losses

17.1 Each party is responsible for loss caused by its breach, negligence or other legally actionable conduct, subject to applicable law and this clause. We do not guarantee another party's independent obligations, but remain responsible for our own promises, selection or oversight duties and conduct. A provider disclaimer cannot excuse our own error or misleading description of a provider.

17.2 To the extent lawful, neither party is liable under this contract for remote or indirect commercial losses that were not reasonably foreseeable. This does not exclude direct restoration or reimbursement obligations, reasonable direct recovery costs, or liability for fraud, wilful misconduct, gross negligence,

breach of confidentiality or personal information duties, or any liability that cannot lawfully be excluded. No blanket transfer of telecommunications, security or credential risk to you applies.

17.3 For business customers, each party must reimburse the other for reasonable third-party claims to the extent caused by its fraud, unlawful activity or material breach. The claimant must give reasonable notice, allow participation in the defence and mitigate loss. This obligation does not cover the other party's fault, an unagreed settlement, indirect losses excluded above, or fines or liabilities that cannot lawfully be transferred.

18 Complaints and escalation

18.1 Send a complaint to business@infinifx.io with the subject Complaint, or use our postal address. Provide the relevant service, dates, references and requested resolution, without sending full card details, passwords or private keys. We will acknowledge within five Business Days and aim to give a substantive written response within 20 Business Days. If more time is needed, we will explain why, give an expected response date and keep you informed. We will arrange review by an appropriate person and state reasons and available escalation routes.

18.2 Where the Canadian payment card Code applies, the applicable acquirer or network escalation route will be identified in your provider disclosures and our response. You may report a Code concern directly to the Financial Consumer Agency of Canada at any stage; FCAC does not resolve individual commercial disputes. Privacy complaints may be made as explained in the Privacy Policy. The Bank of Canada's PSP supervision does not provide individual commercial dispute resolution or compensation, and FINTRAC does not resolve customer service disputes. Nothing requires you to exhaust our process before seeking a regulator, court, urgent relief or a mandatory remedy.

19 Notices and changes

19.1 Contract notices will be sent to the contact details you supplied by a method reasonably likely to bring them to your attention and in a retainable form. Material changes, fee increases and closure notices will be sent directly, not merely posted to the website. We will take reasonable steps to address failed delivery. Mandatory rules on delivery and receipt prevail; website posting alone is not deemed receipt of every notice.

19.2 Unless mandatory law or applicable card protections require a different process, we give at least 30 calendar days' direct notice of a materially adverse change. You may reject it and stop the affected service before it takes effect without an InfiniFX termination penalty. Changes do not rewrite completed orders or remove accrued rights. A new paid feature requires express agreement. Silence alone is not acceptance of a new product or a new personal information purpose.

19.3 For fee changes governed by the Canadian payment card Code, the applicable notice is between 30 and 60 calendar days before the change, and the applicable rights to exit without penalty are preserved. We will explain the previous and new charge, its origin, the portion passed on and the available cancellation route. A fixed-term provider contract remains subject to the Code's qualifying exit rights, including the 70-calendar-day period after the effective date where applicable.

19.4 An urgent change may take effect earlier only to the extent needed for law, a binding order or an immediate security risk. We will explain the change and its effect as soon as lawful and practicable. New fund holding, custody or an excluded product cannot be introduced through this clause.

20 Assignment and events beyond control

20.1 Neither party may transfer its obligations without the other's written agreement, except that a genuine business successor may assume this contract if doing so is lawful, preserves accrued rights

and obligations and is notified in advance where practicable. Required regulatory processes and privacy protections still apply. An assignment cannot silently change the executing or fund-holding party for an outstanding transaction.

20.2 An event beyond a party's reasonable control excuses delay only to the extent it actually prevents performance despite reasonable mitigation. The affected party must notify the other where practicable, mitigate and resume performance promptly. This clause does not remove statutory duties, liability for prior failures, obligations to protect information or return amounts legally owed, or the right to terminate an unavailable service.

21 Governing law and preserved rights

21.1 Ontario law and applicable Canadian federal law govern, subject to any mandatory law that applies to the person or transaction. Ontario courts have non-exclusive jurisdiction. These Terms impose no mandatory arbitration, class-action waiver, shortened statutory limitation period or waiver of a right to another competent court or tribunal.

21.2 If a provision is unenforceable, it is limited or severed only as far as lawful and necessary; the rest remains effective. A failure to exercise a right is not a waiver. Rights and duties concerning outstanding transactions, valid debts, confidentiality, privacy, lawful records, complaints and accrued liability survive closure to the extent needed.

22 Contact and document access

22.1 Contact INFINIFX NETWORK INC. at business@infinifx.io or 1270 Central Parkway West, Unit 102, Mississauga, Ontario L5C 4P4, Canada. Use Complaint for a service complaint, Privacy Officer for personal information matters, and Compliance for AML or sanctions questions. The same postal routes are available if email cannot be used.

22.2 The Terms and Conditions, Privacy Policy, Public AML ATF and Sanctions Notice, and Account Suspension and Termination Policy are available through the legal links at https://infinifx.io/licenses. You may request current and previously applicable contract versions and your own service records without a charge for legally required information.