Public AML ATF and Sanctions Notice

INFINIFX NETWORK INC.
Revision date 3 November 2026

This public notice explains the information InfiniFX may require and the legal restrictions affecting its business payment technology and exchange facilitation services. AML ATF means anti-money laundering and anti-terrorist financing. This notice is customer information; it is not InfiniFX's internal compliance manual, risk assessment, training program or effectiveness review.

1 Company and regulatory position

1.1 INFINIFX NETWORK INC. has Ontario Corporation Number 1001203825. As at 3 November 2026, FINTRAC records its MSB registration as Registered, number C10001365, for Foreign Exchange, Money Transferring, Virtual Currency and PSP. The Bank of Canada records an effective PSP registration dated 26 May 2026 under the Retail Payment Activities Act. Neither registration is a licence, endorsement, investment approval or guarantee of every advertised service.

1.2 Under the service model covered by the Terms and Conditions, InfiniFX does not receive, hold or control customer Transaction Funds or cryptoassets and does not keep private keys or customer balances. That model does not automatically exempt payment-instruction or exchange facilitation from AML ATF, sanctions or retail payment requirements. Each service must operate within its actual legal scope.

2 Applicable requirements

2.1 Requirements arise from the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and its applicable regulations, binding ministerial directives and orders, and relevant Canadian sanctions and terrorist-property laws. These include the Criminal Code, United Nations Act, Special Economic Measures Act and Justice for Victims of Corrupt Foreign Officials Act and applicable regulations or orders. Provincial requirements and laws of other jurisdictions apply where their legal conditions are met.

2.2 FINTRAC and other regulatory guidance assists interpretation and supervision; it is not itself a licence or a replacement for legislation. FATF standards and a foreign watchlist are not, by themselves, Canadian prohibitions. Another country's sanctions or a provider's restrictions may affect a service because of a legal or disclosed contractual connection; they must not be described as universally binding Canadian law.

3 Compliance program and accountability

3.1 InfiniFX is required to implement the compliance program applicable to its activities. This includes a responsible compliance officer, current written policies and procedures approved by a senior officer, a documented risk assessment, an applicable written ongoing training program and training plan, and a documented effectiveness review at least every two years. Changes in products, delivery channels, technology and geography must be assessed as required.

3.2 The internal program must be tailored to actual activities, approved as required and supported by records of implementation. Publication of this notice does not replace those duties. InfiniFX remains responsible for its own legal obligations when it uses a provider or requires customer information.

4 Information needed for business relationships

4.1 Depending on the service and legal trigger, we require verification of the business's existence, address and activities; authorized representatives and their authority; directors and ownership or control; the purpose and intended nature of the relationship; and relevant transaction details. Where applicable, beneficial ownership enquiries include people who directly or indirectly own or control 25 percent or more and the required information for trusts and other entities. That threshold is not a safe harbour from other enquiries or sanctions rules.

4.2 Information about a payer, recipient, third party, source of funds or source of wealth may be necessary. Required identity verification must use a legally permitted method. A small transaction or the absence of custody does not automatically remove identity, suspicious transaction or sanctions obligations. Identity and transaction thresholds vary by activity and must not be treated as permission to split transactions.

4.3 Provide accurate information and notify material changes promptly. We will specify reasonable information requests and deadlines, taking account of urgency and legal requirements. We may decline to enable or continue the affected service if a required check cannot be completed. Sensitive documents must use the secure collection route specified for the purpose; do not put them into a general enquiry form. Biometric processing, if proposed, requires its own lawful assessment, notice and consent as described in the Privacy Policy.

5 Ongoing monitoring and higher risk situations

5.1 Applicable duties can include keeping information current, understanding expected activity, assessing transaction consistency and applying enhanced measures to higher-risk relationships. Relevant factors include ownership complexity, geography, product, delivery channel, transaction behaviour, source of funds and adverse information assessed in context.

5.2 Politically exposed persons, heads of international organizations and relevant family members or close associates are assessed under the applicable statutory definitions and rules. Being a PEP is not, by itself, a sanctions designation or proof of crime. Additional enquiries, source-of-funds or source-of-wealth measures, approval and monitoring may be required where the legal conditions are met.

6 Sanctions and restrictions

6.1 A service must not proceed if prohibited by applicable sanctions, terrorist-property provisions, a binding directive or an order. Assessment must consider the actual person or entity, relevant ownership or control, country, sector, activity and transaction, not simply a name match or country label. Consolidated lists are screening aids; the governing regulations and orders determine the prohibition.

6.2 A possible match may require clarification and a proportionate restriction while it is reviewed. Where lawful, we tell the affected customer what information can resolve a mistaken match and provide a review route. A confirmed legal prohibition may require refusing an instruction, ending a service and making required disclosures or reports.

6.3 InfiniFX does not assert possession of assets it does not hold. Where the law restricts property actually in a person's possession or control, that person must comply with the applicable prohibition and disclosure requirements. We will not facilitate a prohibited movement or imply that all suspicious property can be confiscated by InfiniFX. A provider's commercial hold and a legally required asset freeze have different bases and must not be conflated.

7 Reporting and travel rule

7.1 When the statutory conditions arise in our activities, required FINTRAC reporting includes completed or attempted transactions for which there are reasonable grounds to suspect money laundering, terrorist activity financing or sanctions evasion. Such reporting has no minimum transaction value. Applicable reporting also includes listed-person or entity property reporting and prescribed large cash, large virtual currency or international electronic funds transfer reports where their triggers are met. This does not mean that InfiniFX accepts cash or holds cryptoassets.

7.2 Required reports must use the prescribed information, deadlines and aggregation rules. The 24-hour rule and reporting thresholds are activity-specific. We do not promise to disclose reports to a customer or make reporting conditional on customer consent. Information needed to meet a reporting obligation may be collected, used and disclosed on the applicable legal basis.

7.3 Where the electronic funds or virtual currency travel rule applies to our role, required originator and beneficiary information must accompany the transfer and missing information must be addressed under applicable law. Not every movement of data is a travel-rule transfer; conversely, using a technical interface does not remove a substantive transfer obligation.

8 Explanations confidentiality and customer rights

8.1 We provide service information and reasons for restrictions where lawful, without disclosing confidential security methods, protected third-party information or material whose disclosure is legally restricted. Section 8 of the federal AML statute prohibits disclosure of a suspicious transaction report or its contents with the intent to prejudice a criminal investigation. It is not a general prohibition on every explanation to a customer.

8.2 Any limitation on an explanation, access request or complaint must have an actual legal basis. An AML reference does not eliminate privacy rights, justify indefinite retention or a hold, or authorize refusing to return an amount lawfully owed. Restrictions and closure are governed by the Terms and Conditions and Account Suspension and Termination Policy, subject to mandatory law.

9 Records and privacy

9.1 We must retain the prescribed records for their applicable statutory periods. Many AML records require at least five years, measured from the trigger applicable to that record, such as the transaction, creation of the record or last relevant business transaction. This is not a blanket five-year period after closure for every item of personal information. Longer retention requires a legal or justified purpose.

9.2 Collection, verification providers, international processing, access, correction and privacy complaints are explained in the Privacy Policy. Outsourcing verification or screening does not remove our accountability. Disclosure to an execution provider or authority must be necessary and lawful, with appropriate safeguards and exceptions applied correctly.

10 Customers providers and agents

10.1 We may request evidence of a business customer's own permissions where relevant, without representing that we license or supervise that customer. A customer cannot rely on our registration as authorization for its own activities.

10.2 Before an agent, mandatary or service provider is used, its actual role and applicable due diligence, contractual and regulatory requirements must be established. Applicable agent verification and record requirements are separate from an ordinary customer check. No named bank, acquirer, exchange or compliance supplier is asserted to be an InfiniFX partner by this notice.

11 Questions and review requests

11.1 Contact business@infinifx.io with Compliance in the subject, or write to Compliance, INFINIFX NETWORK INC., 1270 Central Parkway West, Unit 102, Mississauga, Ontario L5C 4P4, Canada. A service complaint or mistaken restriction can be raised using the complaint process in the Terms and Conditions. We cannot provide legal advice to a customer or an assurance that a proposed transaction is lawful merely because a preliminary enquiry was answered.

12 Updates

12.1 We update this notice to reflect applicable law and the actual service scope. Material changes are communicated where appropriate. A website update does not alter a statute, retrospectively authorize processing or amend a customer contract outside its agreed change process.