

## TERMS AND CONDITIONS

### NOTAM PAY LTD.

**Last updated:** 05 May 2026

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE OTC SERVICES PROVIDED BY NOTAM PAY LTD. THESE TERMS GOVERN YOUR ACCESS TO AND USE OF OUR OVER-THE-COUNTER DIGITAL ASSET EXCHANGE SERVICES, INCLUDING CRYPTOCURRENCY-TO-CRYPTOCURRENCY AND CRYPTOCURRENCY-TO-FIAT EXCHANGE TRANSACTIONS.

BY REQUESTING A QUOTE, SUBMITTING AN INSTRUCTION, ACCEPTING A TRANSACTION, SENDING DIGITAL ASSETS OR FIAT FUNDS TO US, OR OTHERWISE USING THE OTC SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THESE TERMS AS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND NOTAM PAY LTD.

IF YOU DO NOT ACCEPT THESE TERMS, YOU MUST NOT USE THE OTC SERVICES.

THE OTC SERVICES ARE INTENDED PRIMARILY FOR INDIVIDUAL CLIENTS. SERVICES TO BUSINESSES, LEGAL ENTITIES OR OTHER NON-INDIVIDUAL CLIENTS MAY BE PROVIDED ONLY WHERE PERMITTED BY APPLICABLE LAW, SUBJECT TO SEPARATE ONBOARDING, ENHANCED DUE DILIGENCE AND ANY ADDITIONAL TERMS REQUIRED BY NOTAM PAY LTD.

#### 1. ABOUT NOTAM PAY LTD.

1.1. These Terms are entered into between you and NOTAM PAY LTD., a company incorporated under the laws of the Province of British Columbia, Canada, with incorporation number BC1575404 and Business Number 706910965BC0001, having its registered office at 1783 Manitoba St, Vancouver, BC V5Y 0K1, Canada.

1.2. NOTAM PAY LTD. is registered as a Money Services Business with the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) under MSB Registration Number N300000181.

1.3. In these Terms, "NOTAM PAY", "we", "us" and "our" refer to NOTAM PAY LTD.

1.4. FINTRAC registration does not constitute a licence, approval, recommendation, warranty, endorsement or guarantee by FINTRAC of NOTAM PAY, the OTC Services, any Digital Asset, any transaction, any exchange rate, or any client relationship.

#### 2. NATURE OF THE OTC SERVICES

2.1. NOTAM PAY provides over-the-counter digital asset exchange services to eligible clients.

2.2. The OTC Services may include:

- (a) exchange of one Digital Asset for another Digital Asset;
- (b) exchange of a Digital Asset for Fiat Currency;
- (c) exchange of Fiat Currency for a Digital Asset, where such service is made available by NOTAM PAY;
- (d) transfer of Digital Assets or Fiat Currency for the purpose of settlement of an accepted OTC Transaction;
- (e) related operational, compliance, transaction confirmation and customer support services.

2.3. NOTAM PAY may determine, from time to time and at its sole discretion, which Digital Assets, Fiat Currencies, blockchain networks, payment methods, settlement methods, jurisdictions and transaction types are supported.

2.4. Unless expressly agreed otherwise in writing, NOTAM PAY acts as principal in OTC Transactions and not as your agent, broker, fiduciary, investment adviser, portfolio manager, trustee or custodian.

2.5. NOTAM PAY does not provide:

- (a) banking services;
- (b) deposit-taking services;
- (c) securities brokerage, investment dealing or investment advisory services;
- (d) portfolio management;
- (e) tax, accounting, legal, financial or investment advice;
- (f) lending, margin, leverage, derivatives, futures or options trading;
- (g) long-term custody of Digital Assets or Fiat Currency.

2.6. Any Digital Assets or Fiat Currency received by NOTAM PAY are received only for the limited purpose of executing or settling the relevant OTC Transaction, unless expressly agreed otherwise in writing.

2.7. NOTAM PAY may use banks, payment service providers, liquidity providers, custodians, exchanges, blockchain infrastructure providers, identity verification providers, blockchain analytics providers, compliance vendors and other third parties to provide, process, execute, monitor or settle the OTC Services.

### **3. IMPORTANT RISK DISCLOSURE**

3.1. Digital Asset transactions involve significant risks. You should not use the OTC Services unless you understand the nature of Digital Assets, blockchain transactions and the risks involved.

3.2. The value of Digital Assets may be highly volatile. Prices may change rapidly within seconds or minutes. The value of a Digital Asset may increase, decrease significantly or become zero.

3.3. Digital Assets are not legal tender in Canada and are not generally backed by any government, central bank, deposit insurance scheme or investor compensation scheme.

3.4. Digital Asset markets may be affected by liquidity shortages, market manipulation, cybersecurity events, forks, airdrops, changes to blockchain protocols, regulatory changes, enforcement actions, market panic, operational failures or other events outside NOTAM PAY's control.

3.5. OTC Transactions may be delayed, suspended, rejected, cancelled or repriced due to market volatility, liquidity limitations, blockchain congestion, compliance review, sanctions screening, source of funds review, third-party failures, banking delays or other operational reasons.

3.6. Blockchain transactions are generally irreversible. If you send Digital Assets to an incorrect wallet address, on an incorrect blockchain network, without a required memo/tag, or to an unsupported address, your Digital Assets may be permanently lost.

3.7. NOTAM PAY does not guarantee that any Digital Asset will remain available, supported, liquid, transferable, exchangeable or lawful in any jurisdiction.

3.8. You are solely responsible for your own decision to buy, sell, exchange, transfer or hold Digital Assets. NOTAM PAY does not make any recommendation regarding any Digital Asset or transaction.

3.9. You are solely responsible for determining, reporting and paying any taxes applicable to your transactions.

3.10. Regulatory treatment of Digital Assets is developing and may change. Changes in law, regulation, regulatory guidance, enforcement practice, sanctions rules, banking rules or payment infrastructure may affect the availability, execution, pricing or settlement of the OTC Services.

#### 4. DEFINITIONS

4.1. In these Terms, unless the context requires otherwise:

**“Accepted Asset”** means a Digital Asset or Fiat Currency that NOTAM PAY supports for the purposes of an OTC Transaction from time to time.

**“Applicable Law”** means all applicable federal, provincial, territorial, foreign and international laws, regulations, rules, regulatory guidance, court orders, sanctions requirements and lawful requirements of competent authorities applicable to NOTAM PAY, you, the OTC Services or an OTC Transaction.

**“Business Client”** means a client that is not an individual, including a corporation, partnership, trust, foundation, association, fund, public body or other legal entity or arrangement.

**“Client”, “you” or “your”** means the individual using or requesting the OTC Services and, where expressly accepted by NOTAM PAY in accordance with Applicable Law, a Business Client.

**“Client Information”** means all information, documents, data and records provided by you or collected by NOTAM PAY in connection with your onboarding, verification, due diligence, use of the OTC Services, Instructions, transactions and communications.

**“Digital Asset”** means a cryptographic token, virtual currency, cryptocurrency, stablecoin or other blockchain-based digital asset supported by NOTAM PAY from time to time.

**“External Wallet”** means any Digital Asset wallet address, wallet, exchange account, custodial account or blockchain address that is not controlled by NOTAM PAY.

**“Fiat Currency”** means government-issued currency supported by NOTAM PAY from time to time.

**“Force Majeure Event”** means any event or circumstance beyond the reasonable control of NOTAM PAY, including natural disasters, war, terrorism, civil unrest, labour disputes, sanctions, regulatory action, cyberattacks, blockchain failures, market disruption, banking disruption, payment system failures, telecommunications failures, internet outages, power outages, exchange outages, liquidity provider failures or acts of government.

**“Instruction”** means any instruction, request, acceptance, confirmation, representation, approval or communication submitted by you to NOTAM PAY in connection with the OTC Services, including through a website, platform, application, email, messenger, telephone, electronic form or other communication channel accepted by NOTAM PAY.

**“OTC Services”** means the services described in Section 2.

**“OTC Transaction”** means an over-the-counter transaction accepted by NOTAM PAY for the exchange, sale, purchase, transfer or settlement of Digital Assets and/or Fiat Currency.

**“Quote”** means a rate, price, fee, spread, transaction amount, settlement amount, wallet address, payment instruction, expiry time or other commercial term provided by NOTAM PAY in connection with a proposed OTC Transaction.

**“Restricted Jurisdiction”** means any country, territory or region where NOTAM PAY does not provide the OTC Services, including any jurisdiction subject to sanctions, embargoes, prohibitions, regulatory restrictions, internal risk restrictions or other limitations determined by NOTAM PAY from time to time.

**“Sanctions Laws”** means applicable economic sanctions, anti-terrorism, anti-corruption, export control and restrictive measures administered or enforced by Canada, the United Nations, the United States, the United Kingdom, the European Union or any other competent authority applicable to NOTAM PAY.

**“Terms”** means these Terms and Conditions, as amended from time to time.

**“Unsupported Asset”** means any Digital Asset, Fiat Currency, blockchain network, token standard, wallet type, memo/tag format or payment method not supported by NOTAM PAY for the relevant OTC Transaction.

## **5. ELIGIBILITY**

5.1. To use the OTC Services, you must:

- (a) be at least nineteen (19) years old or the age of majority in your jurisdiction of residence, whichever is higher;
- (b) have full legal capacity to enter into these Terms;
- (c) use the OTC Services only on your own behalf and not for any undisclosed third party;
- (d) not be located, resident, incorporated, established or operating in a Restricted Jurisdiction;
- (e) not be subject to Sanctions Laws;
- (f) not be listed on any sanctions, terrorist, politically exposed, law enforcement, adverse media or other screening list in a manner that is unacceptable to NOTAM PAY;
- (g) successfully complete all onboarding, identity verification, due diligence and compliance checks required by NOTAM PAY;
- (h) comply with these Terms and all Applicable Law.

5.2. NOTAM PAY may refuse to onboard you, restrict your access to the OTC Services, apply transaction limits, request additional information, suspend processing or terminate the relationship at any time where NOTAM PAY considers it necessary for legal, compliance, risk, operational, banking, regulatory or commercial reasons.

5.3. Business Clients may be accepted only where the provision of OTC Services to such Business Clients is permitted under Applicable Law and approved by NOTAM PAY. NOTAM PAY may require corporate documents, ownership information, beneficial ownership information, directors' and officers' details, source of funds, source of wealth, nature of business, expected activity and any other information or documentation required by NOTAM PAY.

5.4. NOTAM PAY may refuse to provide OTC Services to any Business Client where the proposed activity, structure, ownership, jurisdiction, source of funds, source of wealth, transaction purpose or risk profile is not acceptable to NOTAM PAY.

## **6. CLIENT DUE DILIGENCE, AML/ATF AND SANCTIONS COMPLIANCE**

6.1. NOTAM PAY is required to comply with applicable anti-money laundering, anti-terrorist financing, sanctions, fraud prevention and financial crime laws.

6.2. You must provide all information and documents requested by NOTAM PAY, including, where applicable:

- (a) full legal name;
- (b) date of birth;
- (c) residential address;
- (d) nationality and country of residence;
- (e) government-issued identification documents;
- (f) proof of address;
- (g) occupation, business activity or employment information;
- (h) source of funds and source of wealth;
- (i) wallet ownership or control information;
- (j) bank account ownership information;
- (k) purpose and intended nature of the transaction;
- (l) information on any third party on whose behalf or for whose benefit a transaction is conducted;
- (m) additional information required for large, unusual, complex, high-risk or suspicious transactions;
- (n) any other information reasonably required by NOTAM PAY.

6.3. You represent and warrant that all Client Information provided to NOTAM PAY is true, accurate, current, complete and not misleading.

6.4. You must promptly notify NOTAM PAY of any change to your Client Information.

6.5. You must not use the OTC Services on behalf of another person unless you have disclosed this to NOTAM PAY and NOTAM PAY has expressly approved the arrangement.

6.6. NOTAM PAY may verify Client Information using third-party databases, blockchain analytics tools, sanctions screening tools, identity verification providers, fraud prevention systems, public registers, credit or background databases and other lawful sources.

6.7. NOTAM PAY may monitor transactions before, during and after execution.

6.8. NOTAM PAY may suspend, delay, reject, cancel, freeze or report any transaction where required or permitted under Applicable Law or NOTAM PAY's internal compliance procedures.

6.9. NOTAM PAY may disclose Client Information and transaction information to FINTRAC, law enforcement, regulators, government authorities, courts, banks, payment service providers, blockchain analytics providers, liquidity providers, custodians, exchanges, professional advisers and other third parties where required or permitted by Applicable Law or reasonably necessary to provide, protect or monitor the OTC Services.

6.10. You acknowledge that NOTAM PAY may be legally restricted from disclosing details of certain compliance checks, reports, investigations, freezes, rejections, monitoring alerts or communications with authorities.

## **7. QUOTES AND TRANSACTION INSTRUCTIONS**

7.1. To initiate an OTC Transaction, you may request a Quote from NOTAM PAY.

7.2. A Quote may include:

- (a) the Digital Asset or Fiat Currency to be sold, transferred or exchanged by you;
- (b) the Digital Asset or Fiat Currency to be received by you;
- (c) transaction amount;
- (d) exchange rate;
- (e) fees, spread, commission or charges;
- (f) blockchain network;
- (g) wallet address or bank account details;
- (h) expiry time;
- (i) settlement method;
- (j) additional conditions.

7.3. A Quote is not binding unless and until it is accepted by you and confirmed by NOTAM PAY.

7.4. NOTAM PAY may withdraw, amend or reject any Quote before acceptance.

7.5. Quotes may be:

- (a) fixed, meaning the rate is fixed for the stated validity period and subject to the conditions of the Quote;  
or
- (b) indicative, meaning the rate may change before execution depending on market conditions, liquidity, fees, blockchain conditions, banking conditions or other relevant factors.

7.6. Unless expressly stated as fixed, all Quotes are indicative.

7.7. You may accept a Quote by:

- (a) clicking an acceptance button;
- (b) signing an electronic form;
- (c) confirming acceptance by email;
- (d) confirming acceptance in a messenger or other communication channel accepted by NOTAM PAY;
- (e) sending Digital Assets or Fiat Currency to the wallet address or account specified by NOTAM PAY;
- (f) otherwise clearly confirming your intention to proceed.

7.8. You authorize NOTAM PAY to rely on any Instruction that reasonably appears to have been submitted by you or from your verified communication channel.

7.9. Once NOTAM PAY has accepted your Instruction and started processing the OTC Transaction, the Instruction may not be cancelled, withdrawn or amended unless NOTAM PAY expressly agrees or Applicable Law requires otherwise.

7.10. NOTAM PAY may require additional confirmation before execution of any OTC Transaction, including where there is a material rate movement, unusual transaction pattern, compliance alert, technical issue or change in settlement details.

## **8. EXCHANGE RATE CHANGES AND RE-QUOTES**

8.1. Digital Asset markets are volatile. The actual exchange rate available at the time of execution may differ from the Quote due to market movement, liquidity, third-party execution, network delays, settlement timing, fees or other factors.

8.2. If the actual exchange rate available to NOTAM PAY at the time of execution differs from the agreed or quoted rate by more than 0.1% in either direction, NOTAM PAY may:

- (a) offer you an updated Quote;
- (b) request your confirmation to proceed at the updated rate;
- (c) suspend execution until confirmation is received;
- (d) cancel the transaction and return the relevant assets or funds, less any non-recoverable blockchain, banking, third-party, compliance or administrative costs, where permitted by Applicable Law.

8.3. Your confirmation of an updated Quote may be given by email, messenger, electronic form, recorded communication or any other communication channel accepted by NOTAM PAY.

8.4. Such confirmation will be treated as a valid Instruction and no separate written agreement will be required.

8.5. NOTAM PAY will not knowingly execute a transaction at a materially worse rate than the rate accepted by you unless you have expressly consented to the updated terms before execution.

8.6. Where market conditions, liquidity or compliance reasons make execution impracticable, NOTAM PAY may cancel the transaction even after an Instruction has been submitted, provided that NOTAM PAY has not completed execution.

## **9. SETTLEMENT OF OTC TRANSACTIONS**

9.1. You must send Digital Assets or Fiat Currency only to the wallet address, blockchain network, bank account or payment details provided by NOTAM PAY for the specific OTC Transaction.

9.2. You are solely responsible for ensuring that:

- (a) the correct Digital Asset is sent;
- (b) the correct Fiat Currency is sent;
- (c) the correct blockchain network is used;
- (d) the correct wallet address is used;
- (e) any required memo, tag or payment reference is included;
- (f) the amount sent is correct;
- (g) the funds or Digital Assets are sent from a wallet or account owned or controlled by you, unless otherwise approved by NOTAM PAY.

9.3. NOTAM PAY may treat a Digital Asset transfer as received only when the transaction has reached the number of blockchain confirmations required by NOTAM PAY or its third-party providers.

9.4. NOTAM PAY may treat Fiat Currency as received only when the funds are finally credited and available to NOTAM PAY in the relevant bank or payment account and are not subject to recall, reversal, chargeback, hold or restriction.

9.5. NOTAM PAY will use commercially reasonable efforts to settle accepted OTC Transactions within the indicated timeframe. However, settlement times are not guaranteed.

9.6. Settlement may depend on blockchain networks, banks, payment service providers, liquidity providers, custodians, exchanges, compliance checks and other factors outside NOTAM PAY's control.

9.7. NOTAM PAY may delay settlement where:

- (a) additional KYC, AML, sanctions, fraud or source of funds checks are required;
- (b) blockchain analytics identify increased risk;
- (c) the transaction is inconsistent with your expected activity;
- (d) required information is missing or inaccurate;
- (e) a bank, payment provider, liquidity provider, custodian or other third party delays or rejects the transaction;
- (f) Applicable Law requires or permits delay;
- (g) NOTAM PAY reasonably considers the transaction to be high-risk.

9.8. NOTAM PAY is not responsible for delays caused by blockchain networks, banks, payment systems, liquidity providers, custodians, incorrect information provided by you or other third parties.

## **10. UNSUPPORTED ASSETS AND INCORRECT TRANSFERS**

10.1. You must not send Unsupported Assets to NOTAM PAY.

10.2. If you send Unsupported Assets, use an unsupported blockchain network, send Digital Assets without a required memo/tag, or otherwise make an incorrect transfer, those assets may be permanently lost.

10.3. NOTAM PAY is not obliged to recover Unsupported Assets or incorrect transfers.

10.4. If NOTAM PAY agrees to attempt recovery, you must pay all applicable recovery costs, blockchain fees, third-party fees, operational costs and administrative fees.

10.5. Recovery is not guaranteed.

10.6. NOTAM PAY may refuse to attempt recovery where recovery is technically impossible, legally restricted, commercially unreasonable, operationally burdensome or considered high-risk.

## **11. EXTERNAL WALLETS AND THIRD-PARTY ACCOUNTS**

11.1. You are solely responsible for the security, accuracy and legality of any External Wallet, bank account, exchange account, custodial account or other third-party account used in connection with the OTC Services.

11.2. NOTAM PAY is not responsible for:

- (a) loss of private keys;
- (b) compromise of an External Wallet;
- (c) incorrect wallet addresses;
- (d) incorrect blockchain networks;
- (e) missing memo, tag or payment reference;
- (f) wallet or exchange account freezes;
- (g) third-party custodial failures;

(h) rejection or delay by an external exchange, bank or payment provider;

(i) losses arising from your use of an External Wallet or third-party account.

11.3. NOTAM PAY may require proof that you own or control an External Wallet or bank account before processing a transaction.

11.4. NOTAM PAY may reject any transaction involving a wallet address, bank account, counterparty, payment method or third-party account that NOTAM PAY considers high-risk or unacceptable.

## **12. FEES, SPREADS AND COSTS**

12.1. NOTAM PAY may charge fees, spreads, commissions, blockchain network fees, banking fees, administrative fees, recovery fees or other charges in connection with the OTC Services.

12.2. Fees may be disclosed:

(a) in the Quote;

(b) in a fee schedule;

(c) by email or messenger;

(d) on a website or platform operated by NOTAM PAY;

(e) in another communication provided to you before or at the time of the transaction.

12.3. Unless expressly stated otherwise, any rate quoted by NOTAM PAY may include a spread or margin.

12.4. You are responsible for all third-party costs, including blockchain network fees, bank charges, intermediary bank charges, payment service provider charges, liquidity provider costs, recall fees, reversal fees, chargeback fees and taxes.

12.5. NOTAM PAY may deduct applicable fees and costs from the amount payable or transferable to you.

12.6. Fees are non-refundable unless required by Applicable Law or expressly agreed by NOTAM PAY.

12.7. NOTAM PAY may change its fees, spreads, commissions or charges from time to time. Any such change will apply to future OTC Transactions and will not affect a completed OTC Transaction.

## **13. PROHIBITED USE**

13.1. You must not use the OTC Services for or in connection with:

(a) money laundering, terrorist financing, sanctions evasion or fraud;

(b) ransomware, hacking, cybercrime, phishing, scams or stolen assets;

(c) darknet markets or mixers designed to obscure transaction history;

(d) narcotics, controlled substances or illegal goods;

(e) weapons, arms trafficking or prohibited military goods;

(f) human trafficking, exploitation or abuse;

(g) corruption, bribery or tax evasion;

(h) illegal gambling or unlicensed gaming;

(i) counterfeit goods, stolen goods or intellectual property infringement;

- (j) pyramid schemes, Ponzi schemes or deceptive investment schemes;
- (k) unlawful securities, derivatives or investment activity;
- (l) any activity prohibited by Applicable Law;
- (m) any activity that may expose NOTAM PAY to regulatory, legal, reputational, banking or operational risk.

13.2. You must not:

- (a) provide false, incomplete or misleading information;
- (b) attempt to bypass KYC, AML, sanctions or transaction monitoring controls;
- (c) structure transactions to avoid reporting, record-keeping or compliance thresholds;
- (d) use another person's wallet, bank account or identity without disclosure and approval;
- (e) use VPNs, proxies or other methods to misrepresent your location;
- (f) interfere with the security or operation of NOTAM PAY's systems;
- (g) attempt to reverse engineer, scrape, attack or misuse any NOTAM PAY system;
- (h) use the OTC Services for any purpose other than their intended lawful purpose.

#### **14. TRANSACTION REFUSAL, SUSPENSION AND CANCELLATION**

14.1. NOTAM PAY may refuse, suspend, delay, cancel or reverse, where possible, any transaction if:

- (a) you breach these Terms;
- (b) you fail to provide requested information;
- (c) NOTAM PAY cannot complete required KYC, AML, sanctions or fraud checks;
- (d) NOTAM PAY suspects unlawful, suspicious, fraudulent or high-risk activity;
- (e) the transaction involves a Restricted Jurisdiction, sanctioned person or prohibited wallet;
- (f) the transaction involves an Unsupported Asset;
- (g) the transaction may breach Applicable Law;
- (h) a bank, payment provider, liquidity provider, custodian or other third party rejects or delays the transaction;
- (i) market conditions make execution unavailable or commercially unreasonable;
- (j) technical, operational, blockchain or security issues arise;
- (k) NOTAM PAY is required or permitted to do so by Applicable Law or a competent authority;
- (l) NOTAM PAY reasonably determines that proceeding with the transaction may expose it to legal, regulatory, banking, financial, operational or reputational risk.

14.2. NOTAM PAY is not liable for losses arising from a refusal, suspension, delay, cancellation, freeze or restriction made in good faith for compliance, risk, legal, operational or security reasons.

14.3. Where permitted by Applicable Law and practicable, NOTAM PAY may return funds or Digital Assets to the original source after deducting applicable fees and costs.

14.4. NOTAM PAY may be unable to return funds or Digital Assets where prohibited by law, restricted by a competent authority, blocked by a third party, or impossible due to blockchain or payment system limitations.

## **15. NO CUSTODY, NO DEPOSIT PROTECTION AND NO INTEREST**

15.1. NOTAM PAY is not a bank and does not offer bank accounts.

15.2. Any Digital Assets or Fiat Currency received by NOTAM PAY are received for the limited purpose of executing or settling the relevant OTC Transaction, unless expressly agreed otherwise in writing.

15.3. No interest will accrue or be payable on any Digital Assets or Fiat Currency held temporarily by NOTAM PAY.

15.4. Digital Assets and Fiat Currency held by or with NOTAM PAY are not protected by the Canada Deposit Insurance Corporation, any deposit guarantee scheme, investor protection fund or similar compensation scheme.

15.5. You acknowledge that Digital Assets may be subject to loss, theft, cyberattack, market volatility, blockchain error, private key compromise or other technological and operational risks.

## **16. CLIENT REPRESENTATIONS AND WARRANTIES**

16.1. Each time you use the OTC Services, you represent and warrant that:

- (a) you meet the eligibility requirements in these Terms;
- (b) you act on your own behalf and not for an undisclosed third party;
- (c) all Client Information provided to NOTAM PAY is true, accurate, current and complete;
- (d) your funds and Digital Assets are legally obtained;
- (e) you have full legal and beneficial ownership of the funds and Digital Assets used in the transaction;
- (f) your transaction does not breach Applicable Law;
- (g) you are not subject to Sanctions Laws;
- (h) you are not located in a Restricted Jurisdiction;
- (i) you understand the risks of Digital Asset transactions;
- (j) you are not relying on NOTAM PAY for investment, legal, tax, accounting or financial advice;
- (k) you are responsible for your own tax reporting and compliance;
- (l) you have independently assessed whether the OTC Transaction is suitable for you.

## **17. PRIVACY AND PERSONAL INFORMATION**

17.1. NOTAM PAY collects, uses, discloses and retains personal information in accordance with Applicable Law and its Privacy Policy.

17.2. NOTAM PAY may collect personal information for:

- (a) onboarding and identity verification;
- (b) KYC, AML, sanctions and fraud prevention;

- (c) transaction processing and settlement;
- (d) blockchain analytics and wallet screening;
- (e) reporting to FINTRAC and other competent authorities;
- (f) legal, regulatory and compliance obligations;
- (g) customer support and communications;
- (h) record-keeping and audit purposes;
- (i) dispute resolution and enforcement of these Terms;
- (j) protection of NOTAM PAY, clients, third parties and the integrity of the OTC Services.

17.3. NOTAM PAY may disclose personal information to:

- (a) identity verification providers;
- (b) blockchain analytics providers;
- (c) banks and payment service providers;
- (d) liquidity providers, exchanges and custodians;
- (e) legal, tax, accounting and compliance advisers;
- (f) regulators, FINTRAC, law enforcement and government authorities;
- (g) courts, tribunals and dispute resolution bodies;
- (h) service providers supporting the OTC Services.

17.4. You acknowledge that your personal information may be transferred, stored or processed outside your jurisdiction of residence, subject to Applicable Law.

17.5. You must not provide personal information of another person unless you have authority to do so and have made all required disclosures to that person.

## **18. TAXES**

18.1. You are solely responsible for determining whether any taxes apply to your OTC Transactions.

18.2. You are solely responsible for calculating, reporting, filing and paying any taxes, duties, levies, charges or assessments arising from your use of the OTC Services.

18.3. NOTAM PAY does not provide tax advice and is not responsible for your tax obligations.

18.4. NOTAM PAY may provide transaction records reasonably available to it, but such records may not be sufficient for your tax reporting purposes.

## **19. TRANSACTION RECORDS AND COMMUNICATIONS**

19.1. NOTAM PAY may keep records of your Instructions, Quotes, confirmations, communications, transactions, wallet addresses, payment details, Client Information and supporting documents.

19.2. NOTAM PAY's records will be treated as evidence of the relevant Instructions, communications and transactions, except in the case of manifest error.

19.3. You are responsible for keeping your own records of all OTC Transactions.

19.4. NOTAM PAY may provide transaction confirmations, receipts or statements by email, electronic message, platform notification or any other method selected by NOTAM PAY.

19.5. You must promptly review all confirmations and notify NOTAM PAY of any error or discrepancy as soon as reasonably practicable.

## **20. SECURITY**

20.1. You are responsible for maintaining the security of your email, device, phone number, messaging account, wallet, bank account, private keys, passwords and other credentials.

20.2. NOTAM PAY will never ask you to disclose your private key, seed phrase or full wallet recovery phrase.

20.3. You must notify NOTAM PAY immediately if you suspect:

- (a) unauthorized access to your communication channels;
- (b) compromise of your wallet, bank account or device;
- (c) unauthorized use of your identity;
- (d) fraudulent activity connected with your OTC Transaction;
- (e) incorrect payment or wallet details.

20.4. NOTAM PAY is not responsible for losses arising from your failure to secure your wallets, accounts, devices, communication channels or credentials.

## **21. COMPLAINTS**

21.1. If you wish to make a complaint, you may contact NOTAM PAY at: **[insert complaints email]**.

21.2. Your complaint should include:

- (a) your full name;
- (b) contact details;
- (c) transaction reference, if applicable;
- (d) description of the issue;
- (e) supporting documents or screenshots;
- (f) the outcome you are requesting.

21.3. NOTAM PAY will review complaints in good faith and seek to respond within a reasonable timeframe.

21.4. Complex complaints, compliance-related matters, third-party delays, blockchain issues or matters involving law enforcement, banks, payment providers or regulators may require additional time.

21.5. Nothing in these Terms limits any non-waivable rights you may have under Applicable Law.

## **22. INTELLECTUAL PROPERTY**

22.1. All intellectual property rights in NOTAM PAY's website, platform, systems, software, documentation, trade names, trademarks, logos, interfaces, text, graphics, data, transaction tools and other materials belong to NOTAM PAY or its licensors.

22.2. You are granted only a limited, revocable, non-exclusive and non-transferable right to use the OTC Services for their intended lawful purpose.

22.3. You must not copy, reproduce, modify, distribute, sell, lease, reverse engineer, scrape, interfere with or commercially exploit any part of the OTC Services without NOTAM PAY's prior written consent.

### **23. DISCLAIMERS**

23.1. The OTC Services are provided on an "as is" and "as available" basis.

23.2. NOTAM PAY does not warrant that:

- (a) the OTC Services will be uninterrupted, error-free or always available;
- (b) any OTC Transaction will be executed or settled within a particular timeframe;
- (c) any Digital Asset will remain supported, transferable, liquid or lawful;
- (d) any Quote will remain available after expiry or market movement;
- (e) any External Wallet, bank, payment provider, exchange, liquidity provider or blockchain network will function properly.

23.3. NOTAM PAY does not guarantee the quality, value, liquidity, legality, suitability or future performance of any Digital Asset.

23.4. NOTAM PAY is not responsible for third-party services, including banks, payment providers, exchanges, liquidity providers, custodians, blockchain networks, wallet providers, identity verification providers or blockchain analytics providers.

### **24. LIMITATION OF LIABILITY**

24.1. To the maximum extent permitted by Applicable Law, NOTAM PAY and its directors, officers, employees, contractors, agents, affiliates, service providers and representatives will not be liable for any indirect, incidental, special, consequential, punitive or exemplary damages, including loss of profits, loss of opportunity, loss of business, loss of goodwill, loss of data, loss of Digital Assets due to blockchain error, market losses or reputational damage.

24.2. To the maximum extent permitted by Applicable Law, NOTAM PAY is not liable for losses arising from:

- (a) your use of the OTC Services;
- (b) your investment or trading decisions;
- (c) market volatility or price movement;
- (d) blockchain network delays, failures, forks, attacks or errors;
- (e) incorrect wallet addresses, networks, memos, tags or payment details provided by you;
- (f) unsupported or incorrect transfers;
- (g) third-party bank, payment provider, exchange, custodian, liquidity provider or wallet provider failures;
- (h) compliance holds, sanctions screening, AML review, transaction monitoring, freezing, reporting, refusal or delay;
- (i) Force Majeure Events;

(j) unauthorized access caused by your failure to secure your accounts, devices, wallets or communication channels;

(k) actions taken by NOTAM PAY in good faith to comply with Applicable Law or protect itself, its clients or third parties.

24.3. Nothing in these Terms excludes or limits liability that cannot be excluded or limited under Applicable Law.

24.4. If NOTAM PAY is found liable despite the limitations above, NOTAM PAY's aggregate liability to you in connection with the relevant OTC Transaction will be limited to the fees paid by you to NOTAM PAY for that OTC Transaction, unless Applicable Law requires otherwise.

## **25. INDEMNITY**

25.1. To the maximum extent permitted by Applicable Law, you agree to indemnify and hold harmless NOTAM PAY and its directors, officers, employees, contractors, agents, affiliates, service providers and representatives from and against any claims, losses, damages, liabilities, penalties, fines, costs and expenses, including reasonable legal fees, arising out of or in connection with:

(a) your breach of these Terms;

(b) your breach of Applicable Law;

(c) your false, inaccurate, incomplete or misleading information;

(d) your use of the OTC Services;

(e) your violation of third-party rights;

(f) your tax obligations;

(g) your use of an External Wallet, bank account, exchange account or third-party account;

(h) any transaction conducted on behalf of, or for the benefit of, an undisclosed third party.

25.2. This Section survives termination of these Terms and completion of any OTC Transaction.

## **26. FORCE MAJEURE**

26.1. NOTAM PAY is not liable for any delay or failure to perform any obligation under these Terms where such delay or failure is caused by a Force Majeure Event.

26.2. During a Force Majeure Event, NOTAM PAY may suspend, delay, cancel, restrict or modify the OTC Services as reasonably necessary.

## **27. AMENDMENTS TO THESE TERMS**

27.1. NOTAM PAY may amend these Terms from time to time.

27.2. The updated Terms will apply from the date specified in the updated version.

27.3. Your continued use of the OTC Services after the updated Terms become effective constitutes acceptance of the updated Terms.

27.4. Amendments will not affect OTC Transactions already completed before the effective date of the amended Terms, unless required by Applicable Law.

27.5. If you do not agree to amended Terms, you must stop using the OTC Services.

## **28. TERMINATION AND SURVIVAL**

28.1. You may stop using the OTC Services at any time.

28.2. NOTAM PAY may terminate, suspend or restrict your access to the OTC Services at any time where permitted by these Terms or Applicable Law.

28.3. Termination does not affect:

- (a) completed OTC Transactions;
- (b) pending rights and obligations;
- (c) compliance, reporting or record-keeping obligations;
- (d) fees, costs or amounts owed;
- (e) Sections intended to survive termination.

28.4. Sections relating to risk disclosure, compliance, transaction records, fees, taxes, privacy, disclaimers, limitation of liability, indemnity, governing law and dispute resolution survive termination.

## **29. NOTICES AND ELECTRONIC COMMUNICATIONS**

29.1. You agree that NOTAM PAY may communicate with you electronically.

29.2. NOTAM PAY may provide notices, disclosures, confirmations, Quotes, requests, updates and other communications by email, platform message, website notice, messenger, SMS, telephone or any other communication channel accepted by NOTAM PAY.

29.3. You must maintain accurate and up-to-date contact information.

29.4. A communication sent by email or electronic message will be deemed received when sent, unless NOTAM PAY receives a delivery failure notice.

29.5. Notices from you to NOTAM PAY must be sent to: [support@notampay.com](mailto:support@notampay.com), unless NOTAM PAY specifies another communication channel.

29.6. NOTAM PAY may rely on communications received from your verified email address, phone number, messenger account or other verified communication channel.

## **30. ASSIGNMENT**

30.1. You may not assign, transfer or delegate your rights or obligations under these Terms without NOTAM PAY's prior written consent.

30.2. NOTAM PAY may assign, transfer or delegate its rights or obligations under these Terms to an affiliate, successor, purchaser, service provider or other third party, provided that such assignment is made in accordance with Applicable Law.

## **31. SEVERABILITY**

31.1. If any provision of these Terms is found to be invalid, illegal or unenforceable, that provision will be interpreted, limited or severed to the minimum extent necessary.

31.2. The remaining provisions will remain in full force and effect.

### **32. NO WAIVER**

32.1. No failure or delay by NOTAM PAY in exercising any right or remedy will constitute a waiver of that right or remedy.

32.2. Any waiver must be in writing and will apply only to the specific matter for which it is given.

### **33. GOVERNING LAW AND DISPUTES**

33.1. These Terms are governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

33.2. Subject to any non-waivable rights you may have under Applicable Law, the courts of British Columbia, Canada will have jurisdiction over disputes arising out of or in connection with these Terms or the OTC Services.

33.3. Nothing in these Terms prevents either party from seeking urgent injunctive, protective or equitable relief where appropriate.

33.4. Nothing in these Terms limits any consumer rights that cannot be waived under Applicable Law.

### **34. ENTIRE AGREEMENT**

34.1. These Terms, together with any Quote, transaction confirmation, Privacy Policy, fee disclosure and additional terms expressly accepted by you, constitute the entire agreement between you and NOTAM PAY in relation to the OTC Services.

34.2. In case of conflict between these Terms and a specific Quote or transaction confirmation, the specific Quote or transaction confirmation will prevail only in respect of the relevant OTC Transaction.

### **35. CONTACT DETAILS**

35.1. For customer support, please contact NOTAM PAY at:

**Email:** [support@notampay.com](mailto:support@notampay.com)

**Complaints:** [complaints@notampay.com](mailto:complaints@notampay.com)

**Website:** Notampay.com

**Registered office:** 1783 Manitoba St, Vancouver, BC V5Y 0K1, Canada

35.2. NOTAM PAY may update its contact details from time to time by publishing updated information on its website or notifying clients by electronic communication.

### **36. CLIENT ACCEPTANCE**

By requesting a Quote, accepting an OTC Transaction, submitting an Instruction, sending Digital Assets or Fiat Currency to NOTAM PAY, or otherwise using the OTC Services, you confirm that:

(a) you have read and understood these Terms;

- (b) you agree to be bound by these Terms;
- (c) you understand the risks of Digital Asset transactions;
- (d) you are acting on your own behalf and not for an undisclosed third party;
- (e) all information provided by you is true, accurate, current and complete;
- (f) you have had the opportunity to seek independent legal, tax, financial or other professional advice before using the OTC Services.