

Terms and Conditions

This agreement (the "Agreement") is for all users of the Connect Fintech Services Inc. platform.

This is a contract between you and

1. Connect Fintech Services Inc. ("Connect Financial"), a private limited company incorporated in Canada whose registered office address is at #200-1001 1 Street SE, Calgary, Alberta T3G3G5

References in this Agreement to "Connect", "we", "our" or "us", are to Connect Fintech Services Inc. depending on the Services being discussed, and references to "you" or "your" are to you, the registered and approved user of our Services.

By signing up to use an account through connect.financial or any of our associated websites, application programming interfaces ("APIs"), or mobile applications (collectively the "Site"), you agree that you have read, understood, and accept this agreement and our Privacy Policy.

We refer to all Services collectively including:

- Electronic Money Services including holding fiat and crypto currency balances on the platform
- Digital Currency Services including purchase and sale of digital and crypto currencies using fiat and crypto currencies
- Card Services including the Connect Financial branded credit card

Additional Services (all defined below) collectively as the " Services", which can be accessed via the platforms operated by Connect (the "Platform") (including the online platform which is accessible via the Site or via the App).

Be advised that the risk of loss in trading or holding Digital Currencies can be substantial. The value of Digital Currencies can go up or down and there is a substantial risk that you lose money buying, selling, holding, or investing in digital currencies.'

ELIGIBILITY.

To be eligible to use any of the Connect Financial Services, you must be at least 18 years old, or age of majority in your jurisdiction, and reside in a country, state, province or other territory in which we currently provide service. Please note that not all of our Services are available in all regions.

FEES.

You agree to be responsible for the payment of all fees relevant to the operation and use of your account, including dormancy and monthly fees, that may be incurred during periods at which you are not actively using your account. A full list of fees for our Services can be located on our Site at all times.

ACCOUNT SIGNUP.

Registration of Account. To use the Services, you will need to register for an account by providing details, including your name, email address and a password and accepting the terms of this Agreement. By using a Connect Financial Account, you agree and represent that you will use the Services only for yourself, and not on behalf of any third party. Connect Financial will not knowingly allow usage of any account by third parties. Sharing your account details with any third party will result in closure of your account. Additionally, you are responsible for transactions conducted on your account. Any transactions that occur as a result of you not storing your login details securely or sharing them with a third party are your responsibility. We reserve the right to close, suspend, or otherwise terminate your access to your account at our sole discretion.

Identity Verification. Connect Financial, in its sole discretion, will only open Accounts for individuals that are able to provide all the required information. Accounts will not be open on behalf of, or the benefits of, or under the instructions of an unauthorized third party. Failure to provide any of the required information during the Account opening process will result in your inability to open an Account and use Connect Financial Services.

You agree to provide us with the information we request (which we may request at any time deemed necessary) for the purposes of identity verification and the

detection of money laundering, terrorist financing, fraud, or any other financial crime, and allow us to retain the information per our Privacy Policy.

The information we request and purposes we use it for are outlined in our Privacy Policy.

Our Compliance team may request additional information from you as required including enhanced due diligence material required to investigate and validate activity on your account. Note that failure to provide enhanced due diligence or respond to our requests may result in suspension of your Account and access to the Services.

You confirm that all information submitted to us throughout the registration and operation of your Account is true and accurate. Additionally, you authorize us to validate, investigate and verify this information as we see fit and as covered by our Privacy Policy.

ELECTRONIC MONEY.

Loading. You can load funds into your Connect Financial wallet using any currently supported fiat or crypto payment method. Note that Connect Financial is not a financial institution, bank, or other depository institution. As such, deposits may not be insured or guaranteed within your jurisdiction.

Purchase and Sale of Digital and Crypto Currencies. You may purchase and sell digital currencies within the Connect Financial platform at any time. Buy and sell prices are communicated to you within our Platform and you must accept prices and indices used by us as part of transacting. Note that transactions are not reversible or refundable.

Account Information. You will be able to access your balance and transaction history using the Site or App on demand.

Unauthorized and Incorrect Transactions. All transactions conducted on your Account are your responsibility. If you believe a transaction on your Account was unauthorized or that any party other than yourself has access to your Account, notify us immediately via phone, the Site, or email. Note that your Account may be suspended for the duration of any investigation to allegedly unauthorized activity

Consent. By opening an Account with us you are acknowledging that you have been informed of your responsibilities and ours via this user Agreement and the Privacy Policy. Additionally, you consent to us using your personal information and other information to provide Services to you as governed by our Agreements. You may close your Account at any time within the Site, the App, or via your request to our team.

DIGITAL CURRENCY SERVICES.

In General. Your Digital Currency Wallet enables you to send and receive Digital Currencies within, and outside, the Connect Financial platform

The Digital Currency exchange service enables you to buy Digital Currency on the Platform using:

- (A) Fiat currency in your wallet/balance
- (B) Other types of Digital Currency in your Digital Currency Wallet.

Conversely, when you sell on the Platform, Digital Currency you may elect to receive:

- (C) Fiat currency in your wallet/balance
- (D) Other types of Digital Currency in your Digital Currency Wallet.

Transaction Fulfilment. We make reasonable efforts to fulfill your transactions and purchases directly and immediately. Where a purchase is delayed due to a block of transactions taking longer than normal to clear you will be funded immediately upon the resolution of said block.

Exchange Rates. Each purchase or sale of Digital Currency is also subject to the Exchange Rate for the given transaction. All prices are communicated within the App or Site and are agreed to by you as part of completing a transaction.

You acknowledge that the Buy Price Exchange Rate may not be the same as the Sell Price Exchange Rate at any given time, and that we may add a margin or 'spread' to the quoted Exchange Rate. You agree to accept the Exchange Rate when you authorize a transaction.

Authorizations; Reversals; Cancellations. By clicking the 'Buy' or 'Sell' button on the Site, you are authorizing Connect Financial to initiate the transaction at the quoted Buy Price or Sell Price and agree to any associated Conversion Fees and Exchange Fees and any other fees.

You cannot cancel, reverse, or change any transaction marked as complete or pending.

Digital Currency Transactions. We will process Digital Currency Transactions in accordance with the instructions we receive from you. You should verify all transaction information prior to submitting instructions to us. **We do not guarantee the identity of any user, receiver, requestee or other third party and we will have no liability or responsibility for ensuring that the information you provide is accurate and complete.**

Digital Currency Transactions cannot be reversed once they have been broadcast to the relevant Digital Currency network.

Supported Digital Currencies. Supported digital currencies are listed on our Site and in the App.

Operation of Digital Currency Protocols. We assume no responsibility for the protocols governing supported digital currencies.

Third party Payments. As a user of the Connect Financial Services you may elect to use your electronic money, digital currency, or card balance to purchase goods and/or services from retailers and other third parties online, or in person.

Connect Financial has no control over payments made to third parties nor their provision of Service. Where you have a dispute with any party that you have used the Connect Financial Services to send currency, fiat or crypto, you are required to resolve said dispute with that retailer directly.

Digital Currency Title. All digital currencies held in your wallet or on the platform are your property.

LIABILITY.

Release of Connect Financial. If you have a dispute with any other users of the Services that is NOT Connect Financial Services, be advised we are not liable for any claims, demands and damages (actual and consequential, direct or indirect) of any kind or nature arising out of or in any way connected with such disputes.

Indemnification. You agree to indemnify us, our affiliates and service providers, and each of our, or their, respective officers, directors, agents, employees and representatives, in respect of any costs (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with any claims, demands or damages arising out of or related to your breach and / or our enforcement of this Agreement.

Limitations of Liability. Our total liability to you at any time will be equal to the total balance held in your account at the time of alleged breach of agreement. This will include digital currency, fiat currency, electronic money, and card balances as required.

Limitation of loss. In addition to our liability cap, we accept no liability for loss of funds or perceived loss of profits from the operation of markets and performance of digital assets. Connect Financial provides a software platform allowing users to deposit, transmit, and otherwise utilize funds. We do not, and cannot, guarantee asset value based on factors outside our control.

Applicable law. This agreement, and the Services, are under the laws of Canada and the USA.

No Warranties. The Connect Financial Services are provided on an "as is" basis and we make no warranty or guarantee regarding their availability or accuracy.

No Liability for Breach. We are not liable for any breach of the Agreement, including delays, failure in performance or interruption of Service, where they arise directly or indirectly from abnormal and unforeseeable circumstances beyond our control.

SITE AVAILABILITY AND ACCURACY

Access & Availability. Access to the Site and/or App may be intermittent or unavailable at times of high user traffic. We make our best efforts to ensure the Site and Services are available at all times but cannot guarantee they will be at all times.

Website Accuracy. We use our best efforts to ensure our Site is up to date and accurate at all times however where the Site and/or Service is not accurate we accept no liability or responsibility for any decisions you choose to make based on information on our Site.

CUSTOMER FEEDBACK, QUERIES, COMPLAINTS, AND DISPUTE RESOLUTION

Contact Connect Financial. Use our Customer Support methods to contact us at any time. Complaints. You have the right to contact our Compliance team at any time to file a formal complaint. Where a formal complaint has been lodged our team will:

- Respond within 30 days in writing
- Evaluate your complaint carefully with regard to our Terms & Conditions, this privacy policy, and other relevant documents
- Provide a final disposition/response within 60 calendar days of receiving your complaint.

For further information about our complaints handling process, please refer to the Connect Financial Complaints and Disputes policy.

DATA PROTECTION.

Personal Data. You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided (or in the future provide) to us in relation to your employees and other associates, or other individuals (if you are not an individual), in connection with this Agreement, and the Services. This usage is subject to our Privacy Policy.

SECURITY.

Account Security. During the registration process you will provide information required to protect your account including:

- Username
- Password
- Two factor authentication
- Financial and payment information

It is your responsibility to protect this information and keep it confidential from all third parties.

Note that all transactions on your account are your responsibility.

Authentication and Verification. We strongly recommend you enable two-factor authentication to protect your account and use a unique and strong password that you do not use for other sites, services, or email accounts.

Security Breach. If you suspect that your Account has been compromised or that any other parties may access it notify us immediately via phone or email.

Safety and Security of Your Computer and Devices. Connect Financial accepts no liability for your personal security and computing practices. We recommend that you keep all anti virus protection up to date, use strong passwords, enable two-factor authentication, store your information securely and do not allow anyone else to access your Account at any time for any reason. Additionally, be aware that malicious actors may impersonate us at any time using phishing emails or texts. We recommend you stay vigilant and advise that we will **NEVER** contact you requesting your username or password for any reason.

GENERAL.

Your Compliance with Applicable Law. You must comply with all applicable laws, regulations, licensing requirements and third-party rights (including, without limitation, data privacy laws and anti-money laundering and countering the financing of terrorism laws) in your use of the Services at all times.

Limited Licence. We grant you a limited, non-exclusive, non-transferable licence, subject to the terms of this Agreement, to access and use the Site, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by us from time to time.

All trademarks and logos are our sole property and may not be copied or used by you in any way without our express written permission.

Contact Information. You are responsible for keeping your contact details (including your email address and telephone number) up to date in your account at all times. We accept no responsibility for any issues caused by your contact information not being up to date.

Taxes. It is your sole responsibility to determine, report, and remit on your activity to the relevant tax authority in your jurisdiction. Your transaction history is available in your account at all times.

Entire Agreement. This Agreement (including documents incorporated by reference herein) comprise the entire understanding and agreement between you and Connect Financial as to the subject matter hereof, and it supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and Connect Financial.

Interpretation. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

Transfer and Assignment. This Agreement is non-transferable and relates solely to your usage of the Services.

Invalidity. If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision. If any provision is found unenforceable, the unenforceable provision will be severed, and the remaining provisions will be enforced.

Language. This Agreement and any information or notifications that you or we are to provide should be in English. Any translation of this Agreement or other documents is provided for your convenience only and may not accurately represent the information in the original English. In the event of any inconsistency, the English language version of this Agreement or other documents shall prevail.

Change of Control. In the event that Connect Financial is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or

assign the information we have collected from you and our relationship with you (including this Agreement) as part of such merger, acquisition, sale, or other change of control.

Governing Law. This Agreement and the relationship between us shall be governed by the laws of Canada and the USA.