



TERMS OF USE

Last Updated: 1st September 2025

Website: www.finark.ai

1. INTRODUCTION AND YOUR ACCEPTANCE OF THE TERMS OF USE

The Services (as defined below) are provided to the User by **DIGITAL ARK SOLUTIONS LIMITED** and its wholly owned subsidiaries and/or group members collectively ("FINARK", "us" or "we") through its website and mobile applications ("Apps") or any other means as notified by FINARK ("Platform"). These Terms of Use govern your access and use of the Services and apply to any person accessing, interacting, or using the Platform ("Terms").

We may apply different terms and conditions to specific services or transactions. Any such terms and conditions are additional to these Terms. The Terms form a legal agreement between the User and FINARK.

Please make sure that these Terms and Conditions are read carefully in conjunction with Our Privacy Policy which is made available at: www.finark.ai

Please note that FINARK may update the Terms and Conditions and the Privacy Policy from time to time. When such changes occur the client automatically becomes bound by any revisions or updates made. You should periodically visit these Terms to review the current terms that apply to your use of the Services. Any use of the Services by you after our publication of any such changes shall constitute your acceptance of these Terms as modified.

We may, at our sole discretion and at any time, discontinue providing the Services or any part thereof without notice.

By accessing, downloading, using or clicking on "I agree" to accept any of the stipulated Services, you are deemed to have read, agreed, understood and accepted to be bound by these Terms as well as our Privacy Policy. If you do not agree to the Terms or Privacy Policy, you should stop using the Services immediately and not use or review any of the information that is provided through the Services.

If you have any questions about these Terms, or in the event of any service difficulties or interruptions, please contact us via our website at: www.finark.ai

2. DEFINITIONS

For the purpose of these Terms, the following capitalized terms shall have the meaning ascribed to them hereunder:

2.1. **"Account"** means an account that is established by FINARK or its Affiliates for the Users for the sake of their usage of FINARK's Services which may be made available through any means as determined by FINARK in its sole discretion.

2.2. **"Affiliate"** means any legal entity directly or indirectly controlling, controlled by or under direct or indirect common control of FINARK.



2.3. **"AML/ATF"** means anti-money laundering and anti-terrorist financing requirements, including the evaluation as to whether transactions, behaviors of a User create risks of laundering funds originating from illegal activities or financing of terrorism, in accordance with Canadian federal legislation including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and regulations thereunder.

2.4. **"Applicable Law"** means any law, statute, rule, regulation, order, circular, decree, directive, judgment, decision, or other similar mandate of any applicable federal, provincial, territorial, or local governmental authority in Canada or other applicable jurisdictions. For the avoidance of doubt, Applicable Law includes AML/ATF requirements, FINTRAC regulations, and any applicable financial crime regulation.

2.5. **"Digital Asset"** means a digital representation of value or rights that may be transferred and stored electronically, using blockchain, any other distributed ledger or similar technology, including without limitation, but not limited to, cryptographic tokens, crypto assets, cryptocurrencies, stablecoins, and any other digital asset.

2.6. **"Exchange"** means the Platform for exchange between Digital Asset and Fiat or between Digital Asset and other Digital Asset that is operated by FINARK in accordance with these Terms.

2.7. **"Exchange Rate"** means a rate at which one Digital Asset will be exchanged for another Digital Asset or Fiat.

2.8. **"Fiat"** means traditional currencies, commonly recognized by governments as legal tender, including Canadian dollars (CAD). The list of Fiat whose turnover, deposits, trade and withdrawals are allowed on the Platform is published on the Platform.

2.9. **"FINTRAC"** means the Financial Transactions and Reports Analysis Centre of Canada.

2.10. **"Intellectual Property"** means any patents, trademarks, copyrights, design rights (whether registrable or not), logos, copyright, trade, business and domain names, moral rights, reputations, know-how, trade secrets, code, designs, rights in databases, rights in computer software and any other similar rights or obligations whether registrable or not (and including all applications and renewals or extensions of such rights) in any country.

2.11. **"Know-Your-Client (KYC)"** means the procedure of verifying the User's identity and assessing the risk posed by their activity and use of FINARK's Services. As part of the procedure, it is required to submit to FINARK information relating to the User which is required to be obtained under Applicable Law including, their full name, address, email address, bank statements, tax returns, audited financials, digital wallet address and any additional information required under Canadian law and FINTRAC regulations.

2.12. **"Money Services Business"** means the registration status held by FINARK with FINTRAC under registration number C100000704.



2.13. **"Restricted Territories"** means (1) any jurisdiction which may be classified as 'restricted' by FINARK, from time to time, at its sole discretion; (2) any jurisdiction which prohibits the Action or the use of the Services or receipt of the Services or any such similar activity; or (3) any other jurisdiction that is the subject of country wide or territory wide sanctions, embargoes, or other restrictive measures administered or enforced by the Government of Canada, the United Nations, or other applicable governmental or intergovernmental organization.

2.14. **"Restricted Persons"** means persons who are not permitted to use or access the Services, and shall refer to any person, firm, company, partnership, trust, corporation, entity, government, state or agency of a state or any other incorporated or unincorporated body or association, association or partnership (whether or not having separate legal personality) that is (1) established in or lawfully existing under the laws of a Restricted Territory or (2) is listed on a sanctions list by the Government of Canada, the United Nations, or other applicable governmental or intergovernmental organization.

2.15. **"Services"** means the access and use of FINARK's Exchange in order to purchase or sell Digital Assets in exchange for another Digital Asset or in exchange for Fiat from or to FINARK or other users of the Exchange; deposits and withdrawals made by the User; Fiat wallet service administered by an external third-party provider; Custodial Wallet services administered or provided by FINARK or by an external third-party provider; Corporate Account services; Cross Border Payments & FX services; ON and OFF RAMP for Crypto services; Virtual Card services; and any other services which FINARK may make available from time to time, as specified in section 5 below.

2.16. **"Order"** means instructions placed by User on the Exchange to purchase or sell Digital Asset, in specified quantity and price; to purchase or sell a specified quantity of a Digital Asset at the best available price, either for another Digital Asset or against Fiat; purchase or sell a Digital Asset with a maximum or minimum price restriction.

2.17. **"Order Book"** means the concentration of all the orders submitted by the users and managed by the platform.

2.18. **"Corporate Account"** means a business or institutional account established by FINARK for legal entities, corporations, partnerships, trusts, or other organizational entities to access specialized business services and features.

3. ELIGIBILITY

By accessing, using or interacting with our Platform, you represent and warrant that (i) you are at least 18 years of age and of the age of majority in your province or territory of residence in Canada, legally capable of entering into a binding contract, and you are not aware of any legal, regulatory, commercial, contractual or other restriction which prevent you from using the Platform in accordance with these Terms; (ii) as an individual, legal person, or other organization, you have full legal capacity and sufficient authorisations to enter into these Terms; (iii) you have not been previously suspended or removed from using the Platform; (iv) your use of the Platform will not violate any and all laws and regulations applicable to you or to the Platform in Canada



or other applicable jurisdictions, including, but not limited to, regulations on financial crime, anti-money laundering, anti-corruption, antifraud, counter-terrorist financing, sanctions regulations, FINTRAC requirements, and tax laws; (v) all information and details that you submit to us during the registration process, and thereafter are true, current, complete and not misleading (vi) and your funds come from legitimate sources and do not originate from illegal activities.

4. REGISTRATION AND THE ACCOUNT

In order to access and use our Platform, you will be required to complete a registration procedure, which will form part of these Terms, including required documentation and any other information we may request you to verify your compliance with these Terms and Canadian regulatory requirements. By registering to the Platform, you hereby represent and warrant that:

4.1. You will provide accurate, true, current and complete and up-to-date information regarding your identity including personal details as required to complete your registration, such as: full legal name, address, email address or other required information, as determined by FINARK at its sole discretion and as required under Canadian law and FINTRAC regulations. You are solely responsible for maintaining and promptly updating any and all information you provided in your registration procedure, as needed. In case the User's information is incorrect or misleading, FINARK will not be liable for any failure to fulfil any obligations that it may otherwise have to such User pursuant to these Terms.

4.2. You are allowed to open only one Account, and multiple or linked accounts are not permitted. Further, you agree not to access any Account other than your own, or to assist others in obtaining unauthorized access to any Account, including your own.

4.3. You have not already registered as a User, unless expressly approved in writing by FINARK.

4.4. FINARK reserves the right to verify your details, at any time and perform background checks on you by request from you to provide FINARK with further documentation, at its sole discretion, including through the use of specific third-party companies, who perform the investigations on FINARK's behalf. Such background checks may include, but are not limited to, conducting any KYC, screening, and investigation into your identity and registration details in accordance with FINTRAC requirements and Canadian law. FINARK is under no obligation to advise you that such investigation is taking place. In the event FINARK's requests for documents are not completed or if FINARK suspects that the documents have been tampered with, or are in any way misleading or misrepresenting, FINARK shall be under no obligation to accept such documents as valid and may reject your application and terminate these Terms with immediate effect.

4.5. After FINARK reviews your registration application, FINARK may reject such application at FINARK's sole discretion for any reason, including compliance with Canadian regulatory requirements. The User shall have no right to appeal any decision by FINARK to reject the application. Notwithstanding the aforementioned, FINARK



may limit the Account that you may establish and maintain or suspend any transaction pending our review of any information submitted by you.

4.6. You are solely responsible for the protection and safekeeping of your credentials used to access the Services and shall promptly inform FINARK of any suspected or confirmed breach of security. You shall remain liable for any unauthorized use of the Services caused by you or your negligence, and shall defend against, indemnify and hold harmless FINARK from any and all claims or damages (including loss of profits, loss of property, fines and penalties), losses and costs (including reasonable attorneys' fees) resulting from any attempted or actual unauthorized use or access of the Services due to willful or negligent act(s) or omissions.

4.7. You are required to notify us immediately of any unauthorized use of your Account or password, suspected compromise of your login information, or any other breach of security, by email addressed to Support@Finarkpay.com.

4.8. The Services cannot be used in any way for criminal activity of any sort, including but not limited to money laundering, financing of terrorism, malicious hacking, and gambling. Additionally, you warrant that you won't conceal your location when accessing the Site, including via proxy server or virtual private network ("VPN"), and will disclose your accurate and true location to FINARK. FINARK may cancel or suspend your Account, block any outstanding transactions, deny any new transactions, freeze any funds available on your Account and/or report to FINTRAC or other competent authorities if it determines in its sole discretion that the activity on your Account is suspicious or may be related to any prohibited activity or illegitimate operation.

4.9. You agree and acknowledge that we have the right to terminate any Account at any time and for any reason. You further agree and understand that we have the right to take any and all necessary and appropriate actions pursuant to these Terms and/or Applicable Laws.

5. THE SERVICES

Upon completion of the registration, identification, and identity verification for your Account, as required under Canadian law and FINTRAC regulations, you may use FINARK's Services:

Corporate Accounts

5.10. FINARK offers specialized Corporate Account services for businesses, institutions, and organizational entities incorporated or operating in Canada or other approved jurisdictions. Corporate Accounts provide access to enhanced features including but not limited to higher transaction limits, dedicated customer support, bulk transaction capabilities, and advanced reporting tools.

5.11. To establish a Corporate Account, the applying entity must provide additional documentation including but not limited to: certificate of incorporation or articles of incorporation, proof of business registration, business number from Canada Revenue Agency, beneficial ownership information, board resolutions authorizing the use of



FINARK's services, and any other documents required by FINARK at its sole discretion or as mandated by Canadian law and FINTRAC regulations.

5.12. Corporate Accounts are subject to enhanced due diligence procedures and ongoing monitoring in accordance with Canadian AML/ATF requirements. FINARK reserves the right to request updated documentation and information from Corporate Account holders at any time to ensure continued compliance with FINTRAC requirements and Applicable Laws.

5.13. Authorized representatives of Corporate Accounts must be individually verified and approved by FINARK. Changes to authorized representatives require prior written notice to FINARK and may be subject to additional verification procedures.

5.14. Corporate Account holders are responsible for ensuring that all transactions and activities conducted through their Account comply with their internal policies, corporate governance requirements, and all Applicable Laws in their jurisdiction of incorporation and operation.

5.15. FINARK may apply different fee structures, transaction limits, and service terms to Corporate Accounts as determined at FINARK's sole discretion and as communicated to the Corporate Account holder.

Cross Border Payments & FX Services

5.16. FINARK may provide cross-border payment services enabling Users to send and receive payments across different jurisdictions using both Digital Assets and Fiat currencies, subject to FINTRAC requirements and other Canadian regulatory obligations. These services may include foreign exchange (FX) conversion capabilities.

5.17. Cross-border payment services are subject to the regulatory requirements of all relevant jurisdictions involved in the transaction, including Canadian reporting requirements to FINTRAC. Users are responsible for ensuring compliance with all applicable laws, including but not limited to currency control regulations, reporting requirements, and tax obligations in both sending and receiving jurisdictions.

5.18. FX conversion rates are determined by FINARK based on market conditions and may include spreads and fees as disclosed on the Platform. Exchange rates are indicative and may vary between the time of quote and execution of the transaction.

5.19. Cross-border payments may be subject to processing delays due to regulatory requirements, correspondent banking relationships, local market conditions, or other factors beyond FINARK's control. FINARK shall not be liable for any delays or failures in cross-border payment processing that result from circumstances outside its reasonable control.

5.20. Users utilizing cross-border payment services acknowledge that such transactions may be subject to enhanced monitoring and reporting requirements under Canadian AML/ATF frameworks and FINTRAC regulations and agree to provide any



additional information or documentation requested by FINARK for compliance purposes.

5.21. FINARK reserves the right to reject, delay, or reverse any cross-border payment transaction at its sole discretion, particularly where such transaction may violate Applicable Law, sanctions regulations, FINTRAC requirements, or FINARK's risk management policies.

ON and OFF RAMP for Crypto Services

5.22. FINARK provides ON RAMP services allowing Users to convert Fiat currency into Digital Assets, and OFF RAMP services allowing Users to convert Digital Assets into Fiat currency. These services facilitate entry into and exit from the digital asset ecosystem and are provided in accordance with FINARK's Money Services Business registration with FINTRAC.

5.23. ON RAMP transactions may be funded through various payment methods including but not limited to bank transfers, credit cards, debit cards, and other electronic payment systems as made available by FINARK and permitted under Canadian law. Each payment method may be subject to different processing times, limits, and fees.

5.24. OFF RAMP transactions allow Users to withdraw Fiat currency to designated bank accounts or other approved payment methods. Withdrawal methods and processing times may vary based on the User's jurisdiction, verification level, and the specific payment method selected.

5.25. All ON and OFF RAMP transactions are subject to the exchange rates and fees displayed on the Platform at the time of transaction initiation. These rates may fluctuate based on market conditions and may include spreads determined by FINARK.

5.26. Users acknowledge that ON and OFF RAMP services may be subject to daily, weekly, or monthly transaction limits based on their verification level, account standing, and regulatory requirements including FINTRAC thresholds. FINARK may modify these limits at its sole discretion.

5.27. FINARK reserves the right to conduct additional verification procedures for ON and OFF RAMP transactions, including but not limited to source of funds verification, enhanced due diligence, and additional documentation requirements as mandated by Canadian law and FINTRAC regulations.

5.28. OFF RAMP services may be subject to holding periods or cooling-off periods as required by Applicable Law or FINARK's risk management procedures. Users will be notified of any such delays at the time of transaction initiation.

5.29. ON and OFF RAMP services may be provided directly by FINARK or through third-party financial institutions, payment processors, or other service providers licensed to operate in Canada. Where third-party providers are utilized, Users acknowledge and agree that they will be subject to the additional terms and conditions, privacy policies, and procedures of such third-party providers. FINARK is not



responsible for the actions, omissions, or policies of third-party providers, and Users engage with such providers at their own risk and discretion.

Virtual Cards

5.30. The Card is issued and maintained by authorized third-party financial institutions or licensed card issuers ("Issuers") partnered with FINARK and authorized to operate in Canada or other applicable jurisdictions. While you access and manage the Card via the FINARK platform, the actual card product is provided by the Issuers under applicable regulations. By activating or using the Card, you also agree to any additional terms and conditions imposed by the Issuer. FINARK is not a bank, card issuer, or licensed financial institution and acts solely as a platform to facilitate access to the Card through the Issuer. FINARK is not liable for any actions, errors, or omissions of the Issuer, nor for any regulatory requirements enforced by the Issuer. In case of issues specifically tied to the Issuer's performance, FINARK will provide reasonable assistance in coordinating with the Issuer to resolve the matter but does not guarantee outcomes.

5.31. Upon approval and completion of required verification, a virtual Card is issued. You will see your virtual card details - card number, CVV, expiration date - in the FINARK app or dashboard. Each eligible account is limited to one Card unless expressly approved by FINARK. If you request a replacement or additional card, FINARK may charge the fees agreed.

5.32. The Card is a prepaid debit card. You must transfer funds into your card funding wallet from your cryptocurrency or fiat wallets on FINARK to use the Card. All spending is limited by the balance in your card's funding wallet. You cannot directly "load" the Card with crypto as a stored balance. Instead, you buy or transfer crypto into the Funding Wallet and FINARK converts it on-demand for each transaction. The Card is accepted wherever the underlying payment network is accepted worldwide. Note that some merchants or countries may block crypto-funded cards. FINARK may restrict use at certain merchants or jurisdictions as required by any applicable regulation. All transactions are final once authorized; they cannot be reversed by FINARK. You agree not to use the Card for prohibited purposes as referenced in the responsibilities section below.

5.33. You can view your transaction history by logging into your account.

5.34. FINARK will convert on near real-time. Conversion rates and any fees will be presented to you at the time of the transaction.

5.35. You must not use the Card for illegal or prohibited transactions including but not limited to money laundering, fraud, or transactions with sanctioned entities. FINARK may refuse any transaction that appears suspicious or violates laws and may report such activities to FINTRAC or other competent authorities. You agree to comply with all applicable laws and regulations. You should keep your personal and contact information up to date. If FINARK cannot reach you for security reasons, or if you fail to keep records updated, the Card may be blocked. Transactions made with the Card will be debited from your FINARK accounts. You are responsible for ensuring sufficient



funds to cover each transaction (including fees). FINARK is not liable for declined or fraudulent transactions beyond its control.

5.36. You must keep your card information confidential. Do not share your card information with anyone.

5.37. You must immediately report any unauthorized use, suspected fraud, loss, or theft of your Virtual Card through the FINARK platform or customer support channels. You are required to promptly notify FINARK within 2 days of becoming aware of an unauthorized transaction; your liability for such transactions may be limited in accordance with applicable Canadian law and the policies of the Issuer and/or the card network. Failure to notify FINARK in a timely manner may result in you being held fully liable for any resulting losses. FINARK and the Issuer reserve the right to investigate any claim of unauthorized use. You agree to cooperate fully in any investigation and to provide any requested documentation or evidence. FINARK does not guarantee reimbursement for losses resulting from your negligence, such as sharing your Card information or failing to implement reasonable security precautions. In no event shall FINARK be liable for any indirect, consequential, or incidental damage resulting from unauthorized use of the Card beyond the extent permitted by applicable law.

5.38. FINARK may suspend or freeze the Card if: (a) your FINARK account is restricted, suspended, or under review; (b) required by law or regulation; (c) we detect suspicious or unauthorized activity; (d) you violate these Terms. During suspension, card transactions will be declined.

5.39. You may request card cancellation at any time. Upon cancellation, any remaining balance will be returned to your FINARK account following standard withdrawal procedures. If the card had any liabilities you remain obligated to settle them.

5.40. FINARK reserves the right to terminate your card privileges and close the Card at its discretion. Upon termination, any remaining balance, after deducting any owed fees, will be returned to you according to FINARK's usual funds withdrawal policy.

General

5.41. FINARK has the exclusive authority to determine which Digital Assets are listed on the Platform and may add or remove some of them from the Platform in its sole discretion at any time and without any prior notice.

5.42. Transfer and receipt of Fiat from and to FINARK will be made through bank transfers, credit card or an external payment processor (according to FINARK's sole discretion and according to the User's classification).

5.43. FINARK has the right to modify or terminate, in its discretion, any of the Services, prohibit the use of some of its Services in certain jurisdictions and prohibit some Users' use of any of FINARK's Services, including without limitation in accordance with the periodically updated lists of the Restricted Territories and the Restricted Persons.

5.44. The value of permitted deposits, payments and withdrawals, trades or any other transaction of Fiat and Digital Assets is specified on the Platform. FINARK may at any



time, at its sole discretion, amend, among others, the minimum and maximum value of purchases, sales, deposits, payments and withdrawals for any reason, including without limitation due to legal, regulatory or business considerations, or due to the change of User's verification standards or AML/ATF risk assessment.

5.45. When using the Platform, you acknowledge that transactions on the Platform are subject to fees as detailed on the Platform. You represent and warrant that you shall pay FINARK any applicable fees in accordance with these Terms and any other relevant document.

5.46. FINARK has taken reasonable measures to ensure the accuracy of the information on the Platform. While FINARK has made every effort to ensure the accuracy of the information on our Platform, the information and content on the Platform are subject to change without notice and is provided for the sole purpose of assisting Users to make independent decisions. FINARK does not guarantee the accuracy, suitability, reliability, completeness, performance and/or fitness for purpose of the content of any Services or products available through the Platform and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access the Platform, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our Platform. We will not have any liability for the use or interpretation of such information.

5.47. All blockchain transaction fees, including any 'gas fees' will be borne by you.

6. USE OF FINARK'S SERVICES

6.1. You represent and warrant that you understand that there are considerable risks involved in the activities performed on FINARK's Services, including, without limitation, risks relating to the fluctuations in the prices of Digital Assets, liquidity, operational, regulatory and technical risks. You shall carefully consider and exercise clear judgment to evaluate your financial situation and the aforesaid risks to make any decision on using the Services. You shall be responsible for all losses arising therefrom.

6.2. When using FINARK Services, you agree to comply with all Applicable Laws and Regulations in Canada and other relevant jurisdictions. When using FINARK services, you confirm that your actions are in a legal and proper manner and your Digital Asset or Fiat are not originating from illegal activities in any applicable jurisdiction.

6.3. When using FINARK Services, you agree to comply with and act in accordance with all applicable laws, including without limitation with regard to the prevention of AML/ATF, FINTRAC requirements, the applicable tax laws as well as any other Digital Asset-related or other regulation.

6.4. When using our Services, you may upload to the Platform information which may include texts, photos, videos, images, trademarks, logos, brands, or other materials. We do not claim ownership of that information. However, when you do so unless explicitly stated in writing otherwise, you grant FINARK a worldwide, non-exclusive, royalty-free, ongoing, assignable, and transferable right and license to use, copy,



reproduce, process, adapt, modify, translate, publish, transmit, display and distribute such content. For the avoidance of doubt, you waive in favor of FINARK any moral right you may have in the content, including any right of attribution.

6.5. You acknowledge herein that you have all applicable and required authorizations and permits for the content you upload to the Platform.

6.6. You hereby represent and warrant that you will not transmit to the Platform any unlawful, malicious, harmful, inappropriate, offensive, or disrespectful materials. This includes, without limitation, content that (i) violates any Applicable Law, regulation or FINARK's policies and terms; (ii) infringes on any Intellectual Property or other third party right; (iii) that introduces any malware, virus or other harmful material; (iv) uses any crawls, scraping, spiders or similar automated means to extract data from the Platform; relates to drugs, narcotics, steroids, and any other similar product that is illegal or prohibited; (v) based on FINARK's sole discretion, is inappropriate, illegal and offensive.

6.7. FINARK DIGITAL SOLUTIONS LIMITED facilitates money services business activities as registered with FINTRAC. There may be additional services available to you through the Platform that are provided or complemented by third parties. Upon accepting these Terms, you acknowledge and agree that third party websites, services, or resources may be linked to by the Services and that third party content, data, information, or other materials may be displayed, included, or made available through the Services. It is your responsibility to ensure that you comply with the terms and conditions of any third parties' services you access through the Platform, even if they are made available through the Platform. We are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of third parties' services. Any link on our Platform does not imply our endorsement or any association with their operators. Moreover, you acknowledge and agree that we shall not be held liable or responsible, either directly or indirectly, for any damage or loss caused or alleged to have been caused by or in connection with the use of or reliance on any third parties services, which may be disrupted by circumstances beyond our control. These third parties' services are not under our control or responsibility. You should direct any claims regarding third party services to the relevant third parties only. The terms and conditions applicable to third parties' services shall be the terms and conditions of the relevant third party. By using third parties' services, you agree to engage with the relevant third party and agree to be subject to such third party's terms and any other terms made available to you by such third party on its platform.

6.8. You may close your Account and terminate your use of the Services at any time. As part of the account closing procedure, you will be required to submit an account closing request to the Platform. The remaining funds that were not withdrawn by you before the Account closing date, will be transferred to the bank account or the digital wallet that you specify in the account closing request, subject to compliance with Canadian law and FINTRAC requirements. FINARK will not allow an Account to be closed if it believes, in its sole discretion, that the Account is being closed to avoid legal or regulatory action.



6.9. You acknowledge that these Terms are between you and FINARK and not with Apple Inc. ("Apple") or Google Inc. ("Google"). The Google Play Store or the Apple App Store have their own terms and conditions to which you must agree to abide by before downloading the App or any other part of the Services from them.

6.10. In case you have downloaded the Apps from Apple App Store or if you are using the Apps on an IOS device, you acknowledge that you have read, agreed to and understood the following notice regarding Apple. These Terms are between you and FINARK only, and Apple is not a party to these Terms. Apple is not responsible for the Services and the content presented in the Services. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.

In the event of any failure of the Services to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including:

(1) product liability claims; (2) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Services and/or your possession and use of the Apps infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the Services. Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms. Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of these Terms. You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

You agree to comply with, and your license to use the Services is conditioned upon your compliance with, all applicable third-party terms of agreement, including those of any online application store from which you downloaded the App ("Application Store"), as may be applicable, when using the Services

7. PRIVACY POLICY

Access to FINARK Services will require the submission of certain personally identifiable information in accordance with Canadian privacy laws.

Please review FINARK's Privacy Policy at <https://Finarkpay.com/privacy-policy/>

8. PROPRIETARY RIGHTS

8.1. The Services constitute valuable Intellectual Property and are protected worldwide under intellectual property laws and treaties. You hereby acknowledge and agree that



FINARK is and shall remain the exclusive owners of all Intellectual Property in and to the Services and these may not be copied, reproduced, altered, modified, changed, broadcast, distributed, transmitted, disseminated, syndicated, or offered for sale or rental in any manner, at any time, unless to the extent permitted in accordance with these Terms, or as otherwise authorized and consented to in writing by FINARK, as applicable.

8.2. The User is entitled to use the Intellectual Property within the scope of permitted private use provided by legal provisions.

8.3. Accessing or participating in the Services does not grant any express or implied right to any of FINARK's Intellectual Property.

8.4. The User shall not contest, or assist others to contest FINARK's Intellectual Property rights or interests in and to its respective Intellectual Property rights and all applications, registrations or other legally recognized interests therein, or any element, derivation, adaptation, variation or name thereof.

8.5. The User will be liable for any damage, costs or expenses that arise out of misuse of FINARK's Intellectual Property rights.

8.6. You may choose to or we may invite you to submit your comments or feedback about the Services, including without limitation about how to improve the Services ("Feedback"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place FINARK under any fiduciary or other obligation, that we are free to disclose the Feedback on a non-confidential basis to anyone or otherwise use the Feedback without any additional compensation to you. Except as expressly set forth herein, no right or license is granted hereunder, express or implied, to any intellectual property rights and your use of the Services does not convey or imply the rights to use the Services in combination with any other information or products.

8.7. Subject to these Terms, FINARK grants you a personal, non-exclusive, limited, non-transferable, non-assignable, non-sublicensable, freely revocable license to download, install and/or use one (1) copy of the App, in object code format, only on your personal computers or personal mobile devices (if you have downloaded the App from the Apple App Store, then only on your Apple computer, iPhone, iPod touch, iPad or iWatch) for the sole purpose of personally using the Services through use of the App, and if you have downloaded the App from the Apple App Store, as permitted by the Usage Rules set forth in the App Store Terms of Service as of the date hereof. As part of the license granted to you, you may not directly or indirectly, authorize any person or entity to: (i) network the software among devices; (ii) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Services, or its structural framework; (iii) create derivative works of the Services; (iv) use the Services in whole or in part for any purpose except as expressly provided herein; or (v) disable or circumvent any access control or related device, process or procedure established with respect to the Services. You are responsible for all use of the Services that is under your possession or control.



9. REPRESENTATIONS

With respect to your use of FINARK Services, you hereby represent and warrant that you understand that (i) FINARK is not an investment advisory service, nor is it a registered investment advisor, portfolio manager, financial advisory or broker-dealer and does not purport to tell or suggest the value of any assets or which assets customers should buy or sell for themselves; (ii) FINARK and its Affiliates assume no responsibility or liability for your trading and investment results; (iii) past results of any individual developer or trading algorithm published on the Platform are not indicative of future returns by that developer or algorithm, and are not indicative of future returns which may or may not be realized by you; (iv) the indicators, strategies, columns, articles and all other features of the Platform are provided for informational and educational purposes only and should not be construed as investment advice and you should consult an investment professional to discuss these risks.

BEFORE MAKING ANY INVESTMENT THROUGH THE PLATFORM, YOU SHOULD ALWAYS CHECK WITH YOUR LICENSED FINANCIAL ADVISOR AND TAX ADVISOR TO DETERMINE THE SUITABILITY OF ANY INVESTMENT. EVERY TIME YOU USE THE PLATFORM YOU AGREE THAT IN ALL CASES FINARK BEARS NO RESPONSIBILITY FOR LOSSES INCURRED AND OFFERS NO GUARANTEES OR EXPECTATIONS ON YOUR PERFORMANCE OR STABILITY.

10. RISK DISCLOSURE

10.1. There are significant risks associated with Digital Assets, and you are solely responsible to make sure you understand such risks and assess whether such risks are appropriate for you. This risk disclosure lists some, but not all of the risks involved in holding, trading and using Digital Assets generally, and using our Services specifically. This risk disclosure is intended to provide you with a general outline of the risks involved, but cannot capture all such risks.

10.2. By accessing and using the Services, you acknowledge and represent that you are aware of the risks associated with purchasing, using or holding Digital Assets, including, without limitations, risks related to (i) the uncertainty regarding the legal status of Digital Assets, as well as commercial activities involving Digital Assets, in many jurisdictions including Canada; (ii) unknown or unintentionally weakness and bugs that may exist in the underlying blockchain systems, smart contracts and Platform; (iii) exploitation of the Platform by Users for illegal purposes (for example, money laundering and frauds);(iv) transactions on blockchain systems are, in principle, irreversible, meaning that transactions for incorrect addresses may result in the loss of said funds; (v) liquidity and market risk that could lead to significant drop in the value of Digital Assets, and even erasure of their total value; (vi) past performance is no guarantee of future results; and (vii) any other risk associated with the purchase, use, or hold of Digital Assets.

10.3. The prices of Digital Assets fluctuate, sometimes dramatically. The price of a Digital Assets may move up or down, and may become valueless. Digital Assets are



generally a high-risk asset class. You should exercise caution in relation to the trading of Digital Assets, and Digital Assets themselves.

10.4. The value of Digital Assets may be derived from the continued willingness of market participants to exchange Digital Assets for Fiat or other Digital Assets. If such willingness is abolished for any reason, this may result in the potential for a permanent and total loss of value.

10.5. Transactions involving Digital Assets are irrevocable. Lost or stolen Digital Assets may be irretrievable. Once a transaction has been verified and recorded on a blockchain or transfer to digital wallet.

10.6. Digital Assets are not legal tender in Canada. They may not be backed by physical assets, and are not backed or guaranteed by the Government of Canada or any provincial government.

10.7. Legislative and regulatory changes or actions by the Government of Canada or provincial governments may adversely affect the use, transfer, exchange, and value of Digital Assets.

10.8. The treatment of Digital Assets in the event of such an insolvency proceeding is unsettled, not guaranteed, and may result in a number of outcomes that are impossible to predict reliably, including but not limited to you being treated as an unsecured creditor and/or the total loss of any and all Digital Assets reflected in your Account, including those in a Custodial Wallet.

10.9. We reserve the right to lend, sell, pledge, hypothecate, assign, invest, use, commingle, or otherwise dispose of assets and Eligible Digital Assets that are not held in a Custodial Wallet (if available to you) to counterparties or hold the Eligible Digital Assets with counterparties. We will use our best commercial and operational efforts to prevent losses.

10.10. By transferring Digital Assets to FINARK or otherwise using the Services, you are not entitled to any profits or income that FINARK may generate from subsequent use of any Digital Assets. Additionally, you are not exposed to any losses that FINARK may incur as a result thereof. You acknowledge and agree that there is a risk that FINARK may become unable to repay its obligations to you, in part or in full. In such a scenario, any Digital Assets in your Account may be at risk of partial or total loss.

11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

11.1. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITH RESPECT TO THE SERVICES, AND ANY PART THEREOF (INCLUDING THE NETWORK), FINARK DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN,



WHETHER LATENT OR PATENT. THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE SERVICES LIES WITH YOU.

11.2. FINARK DOES NOT GUARANTEE THAT THE SERVICES WILL ALWAYS BE COMPLETE, ACCURATE, SAFE, SECURE, BUG-FREE OR ERROR-FREE, OR THAT THE FOREGOING WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. FINARK ALSO MAKES NO WARRANTIES THAT RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. FINARK MAY CHANGE, SUSPEND OR DISCONTINUE THE SERVICES, INCLUDING THE NETWORK OR ANY PART THEREOF AT ANY TIME, WITHOUT NOTICE OR LIABILITY. IN ADDITION, FINARK MAY MODIFY, REMOVE OR LIMIT CERTAIN FEATURES OR RESTRICT THE USER'S ACCESS TO THE SERVICES WITHOUT NOTICE OR LIABILITY.

11.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN CANADA, IN NO EVENT WILL FINARK, ITS GROUP COMPANIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE OR ASSUME ANY OBLIGATION WHATSOEVER TO YOU OR ANYONE ON YOUR BEHALF, REGARDLESS OF THE FORM OF ACTION, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF CONTRACTS OR LOSS OF ANTICIPATED SAVINGS, LOSS OF ANY DIGITAL ASSETS (INCLUDING ANY FUNGIBLE OR NON-FUNGIBLE TOKENS), LOSS OF ANY CRYPTOGRAPHIC KEY OR ANY PASSPHRASE (INCLUDING WITH REGARD TO ANY DIGITAL WALLET), ANY LOSS OR ANY DAMAGE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, ANY SERVICE, PRODUCT OR CONTENT PROVIDED BY ANY THIRD PARTY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY. IN THE EVENT OF ANY SUCH DAMAGE, LOSS OR ANY COMPLAINT WITH RESPECT TO THE FOREGOING YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR PARTICIPATION IN THE NETWORK AND CEASE ALL USE OF THE SERVICES.

11.4. FINARK IS NOT AND SHALL NOT BE HELD LIABLE FOR ANY DECISION YOU MAKE TO PURCHASE, SELL, DEPOSIT, SWAP, USE, EXCHANGE OR CONDUCT ANY OTHER ACTION WITH REGARD TO ANY DIGITAL ASSETS, OR ANY ASSOCIATED PRODUCT OR SERVICE, INCLUDING PRODUCTS AND SERVICES MENTIONED ON THE 'SERVICES', BASED ON ANY INFORMATION PROVIDED BY FINARK.

11.5. FINARK DOES NOT MAKE ANY OFFERS, RECOMMENDATIONS OR INVITATIONS FOR YOU TO DEAL IN DIGITAL ASSETS OR USE ANY OF THE SERVICES, AND DOES NOT TAKE INTO ACCOUNT YOUR PERSONAL CIRCUMSTANCES, FINANCIAL SITUATION, NEEDS OR GOALS. BEFORE MAKING ANY FINANCIAL DECISION, YOU SHOULD CAREFULLY ASSESS YOUR FINANCIAL SITUATION AND CAPACITY, AND ONLY USE FUNDS THAT



YOU CAN AFFORD TO LOSE. WHEN YOU CHOSE TO USE FINARK'S CUSTODIAL WALLET SERVICES YOU ARE ENTIRELY RESPONSIBLE FOR ANY LOSS OF DIGITAL ASSETS OR FLUCTUATIONS IN THEIR PRICES. FINARK IS NOT AND SHALL NOT BE HELD LIABLE FOR ANY DECISION YOU MAKE TO TRANSFER, SELL OR CONDUCT ANY OTHER ACTION WITH REGARD TO CRYPTOCURRENCIES HELD IN A CUSTODIAL WALLET. FINARK USES COMMERCIALY REASONABLE EFFORTS TO STORE AND SECURE YOUR DIGITAL ASSETS IN CONNECTION WITH THE CUSTODY SERVICE, WHICH MAY INCLUDE UTILIZING THIRD PARTY SERVICE PROVIDERS. THE CUSTODIAL WALLET SERVICE DOES NOT CREATE A FIDUCIARY RELATIONSHIP BETWEEN YOU AND FINARK.

11.6. THE USER IS EXCLUSIVELY RESPONSIBLE TO ENSURE THAT THEIR ACCESS TO THE PLATFORM AND THE USE OF THE SERVICES OR PART OF THEM MUST COMPLY WITH ALL LAWS AND REGULATIONS APPLICABLE TO THEM BASED ON THEIR APPLICABLE JURISDICTION IN CANADA OR OTHERWISE. FINARK IS NOT RESPONSIBLE OR LIABLE IF YOU USE ONE OF FINARK'S SERVICES THAT ARE NOT COVERED UNDER ANY APPLICABLE LAWS IN YOUR JURISDICTION. FINARK DOES NOT UNDERTAKE TO BLOCK CERTAIN SERVICES ACCORDING TO YOUR JURISDICTION, THEREFORE, THE USER IS SOLELY RESPONSIBLE FOR CHECKING WHETHER THE SERVICES COMPLY WITH ALL LAWS AND REGULATIONS APPLICABLE TO THEM BASED ON THEIR APPLICABLE JURISDICTION.

11.7. FINARK MAKES NO WARRANTY THAT ANY OF THE SERVICES IS SUITABLE IN ALL JURISDICTIONS. YOU SHOULD INFORM YOURSELF AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES OF USING THE APPLICABLE SERVICE IN ALL JURISDICTIONS APPLICABLE TO YOU, INCLUDING CANADIAN FEDERAL AND PROVINCIAL TAX OBLIGATIONS. FOR THE AVOIDANCE OF ANY DOUBTS, FINARK IS NOT RESPONSIBLE FOR ANY TAX CONSEQUENCES APPLICABLE TO YOU OR TO YOUR USE OF ANY OF THE SERVICES.

12. CHANGES TO THESE TERMS

We reserve the right to change these Terms at any time at our sole discretion, without prior notice by posting the revised version of the Terms on Platform. The revised Terms will take effect immediately upon publication by FINARK with effect from the revision date noted at the heading of the Terms. If a User does not agree to the revised Terms, such User should discontinue the use of our Services.

13. REFERRAL AND AFFILIATE PROGRAMS

FINARK may offer a referral or affiliate programs for Users, which will be subject to additional terms and conditions applicable to such referral program.

14. TERMINATION



14.1. These Terms shall be in effect as of the date of FINARK's approval of User's registrations application and shall continue thereafter until terminated as provided herein.

14.2. The User understands and agrees that in the event that FINARK determines in its sole and absolute discretion that the User or anyone under User's control is engaged in any activity that violates these conditions, our Privacy Policy, or any Applicable Laws including Canadian federal or provincial laws and FINTRAC requirements, FINARK shall have the right, in its sole and absolute discretion, to immediately terminate User's account, at any time, without prior notification, without derogation from any legal or other rights available to FINARK against User under Applicable Law.

14.3. The User understands and agrees that in the event that FINARK reasonably suspects that the User performed inside trading or abusive trading including but not limited to, volatile market, arbitrage manipulations or a combination, FINARK shall have the right in its sole discretion, to immediately terminate the User's account, at any time, without prior notification, without derogation from any legal or other rights available to FINARK against User under Applicable Law.

14.4. Any indication or suspicion, in FINARK's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), fraud, abuse, manipulation or any other forms of dishonest or fraudulent activity, will constitute all transactions carried and profits or losses gathered as invalid. In these circumstances, FINARK reserves the right to close and/or suspend the User's trading account and cancel all transactions. In view of the above, please note that you will be strictly prohibited from opening any new trading account with FINARK. In cases where you may successfully open an account and trade with FINARK due to any technical and/or human error, we reserve every right to immediately close your account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

14.5. Any provisions hereof which expressly or by their nature are required to survive termination or expiration of these Terms in order to achieve their purpose shall so survive until it shall no longer be necessary for them to survive in order to achieve that purpose.

15. INDEMNIFICATION

You hereby agree to indemnify, defend and hold harmless FINARK, any FINARK group entity, their respective shareholders, stockholders, members, officers, directors, employees, agents, licensors, successors, assigns, and any Affiliate of any of the above (the "Indemnified Parties"), from and against any and all claims, losses, liabilities, damages or expenses (including reasonable legal fees and costs) of any nature whatsoever incurred or suffered by any of the Indemnified Parties (collectively the "Losses"), in so far as such Losses (or actions in respect thereof) arise out of or related to (1) a breach of these Terms; (2) a breach of Applicable Law, or of any rights of Users, or third parties (including but not limited to Intellectual Property rights or rights of privacy); (iii) the Services or any content made available thereon.



16. MISCELLANEOUS

16.1. These Terms constitute the entire agreement between the User and FINARK with respect to the subject matter hereof, and these Terms supersede all prior written or oral understandings, writings and representations.

16.2. The Terms, the policies and agreements that are incorporated herein by reference, as amended, constitute the entire Terms between you and FINARK.

16.3. If any provision of these Terms is found by a court of competent jurisdiction to be held void or unenforceable to any extent, such provision shall be deemed excised and removed only to the extent to make the remaining provisions and these Terms enforceable.

16.4. These Terms shall be governed by the laws of British Columbia, Canada and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions. The courts of British Columbia shall have the exclusive jurisdiction with respect to any action arising from these Terms.

16.5. No waiver by us of any provision of these Terms shall be construed as a waiver of any preceding or succeeding breach of any condition of these Terms.

16.6. FINARK will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond FINARK's reasonable control.

17. ASSIGNMENT OF RIGHTS

You may not transfer, assign, sub-license, or pledge in any manner whatsoever your Account or any of your rights or obligations under these Terms. FINARK may transfer, assign, sub-license, or pledge in any manner whatsoever any of its rights and obligations under these Terms to any subsidiary, affiliate, or successor thereof or to any third party whatsoever, without notifying you or receiving your consent.

18. NOTIFICATION PROCEDURES

FINARK may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on the Services, as determined by FINARK in our sole discretion. FINARK reserves the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described in these Terms or FINARK's Privacy Policy.

19. LANGUAGE

You acknowledge that these Terms, and all related documents, including Privacy Policy, have been prepared in English. If these Terms are translated into another language, the English language text shall in any event prevail.

20. CONTACT US

If you have any question, concern, or complaint with relation to these Terms, please feel free to address us at www.finark.ai