NoLimit Payments

Terms of Service

Multicurrency Accounts · Crypto On/Off-Ramp · Interac e-Transfer · Electronic Funds Transfer · Bill Payment · Payment Card Top-Up and Spend

Issued by: NoLimit Payments Ltd.

Effective Date: June 8, 2026

Governing Law: Province of Ontario, Canada

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These Terms of Service (these "**Terms**") are issued by **NoLimit Payments Ltd.** ("**NoLimit**", "**we**", "**us**", or "**our**"), a corporation incorporated under the laws of Canada (corporation number 1444218-1), having its principal place of business at 325 Front St W, Unit 200, Toronto, Ontario M5V 2Y1, Canada. These Terms are a legal agreement between you (the "**Customer**", "**you**", or "**your**") and NoLimit, and govern your access to and use of NoLimit's websites, mobile and web applications, and the payment and payment-related services described below (together, the "**Platform**" and the "**Services**").

BACKGROUND

NoLimit is a Canadian Payment Service Provider registered with and supervised by the Bank of Canada under the Retail Payment Activities Act, a Money Services Business registered with the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (FINTRAC MSB #M23055482), and a Money Services Business registered with the United States Financial Crimes Enforcement Network (FinCEN MSB #31000309349602). NoLimit provides multicurrency account, foreign-exchange, money-transfer, crypto-asset on/off-ramp, Interac e-Transfer, electronic funds transfer, bill payment, and payment-card top-up and spend services to businesses and to individuals.

These Terms apply to all Customers, whether businesses or individuals. Where a provision applies only to one category, it says so. Some Services are governed by additional product-specific terms, schedules, or third-party agreements identified below, which form part of your agreement with us. By creating an account, accessing the Platform, or using any Service, you confirm that you have read, understood, and agree to be bound by these Terms.

PLEASE READ THESE TERMS CAREFULLY. They contain important information about your rights and obligations, the regulated nature of the Services, the jurisdictions and customers we exclude, how we use your personal information, limitations on our liability, and how disputes are resolved. Sections 19 (Disclaimers), 20 (Limitation of Liability), 21 (Indemnification), and 24 (Dispute Resolution; Governing Law) affect your legal rights. Nothing in these Terms removes or limits any right you have under mandatory consumer-protection or other law that cannot be waived by agreement.

The following terms apply:

1. Definitions

In these Terms, capitalised terms have the meanings set out below or where defined in context:

(a) "Account" means a NoLimit multicurrency account and any associated sub-accounts, balances, wallets, or ledgers we make available to you through the Platform;

(b) "Applicable Law" means all laws, regulations, rules, codes, orders, and binding regulatory guidance applicable to you, to us, or to a Service, including the PCMLTFA, the RPAA, the U.S. Bank Secrecy Act, applicable sanctions laws, privacy and anti-spam laws, payment-system rules, and card-network rules;

(c) "Business Customer" means a Customer that is a corporation, partnership, sole proprietorship, trust, or other entity, or an individual using the Services primarily for business, commercial, or professional purposes;

(d) "Business Day" means a day other than a Saturday, Sunday, or statutory holiday in the Province of Ontario; payment-system and card-network cut-off times and the business days of correspondent banks and counterparties also affect processing times;

(e) "Consumer" means an individual who acquires or uses a Service primarily for personal, family, or household purposes;

(f) "Crypto Asset" or "Virtual Currency" means a digital representation of value that can be transferred, stored, or traded electronically and that is not legal tender, including the specific crypto assets we support from time to time;

(g) "EFT" means an electronic funds transfer processed through an electronic clearing or settlement system, including electronic credit and debit transfers processed through the systems operated by Payments Canada or an equivalent system in another jurisdiction;

(h) "EU/EEA" means the European Union and the European Economic Area, and any reference to a person in the EU/EEA includes a person who is resident or established in, or who accesses the Services from, the EU/EEA;

(i) "Fee Schedule" means NoLimit's published schedule of fees, spreads, limits, and cut-off times applicable to the Services, as displayed on the Platform and amended from time to time in accordance with Section 11;

(j) "Interac e-Transfer" means the Interac e-Transfer service made available through NoLimit, which is subject to the rules of Interac Corp.;

(k) "Order" means any instruction you give us through the Platform to execute a transaction, including a deposit, withdrawal, transfer, currency conversion, crypto purchase or sale, bill payment, or card load;

(l) "Payment Card" means a prepaid or spend card issued in connection with the Services and described in Section 10, together with any virtual card credential;

(m) "Personal Information" means information about an identifiable individual, as that term (or an equivalent term such as "personal data") is defined under applicable privacy law;

(n) “QPexa Group” means QPX Inc., operating under the trade name QPexa in the United States, and Qpexa OÜ, operating under the trade name QPexa in Europe, together with each of its direct and indirect subsidiaries from time to time, including NoLimit.

(o) "Sanctions" means trade or economic sanctions, embargoes, or restrictive measures administered or enforced by the Government of Canada, the United States (including the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC)), the United Nations Security Council, the European Union, the United Kingdom, or any other authority with jurisdiction over you or us;

(p) "Supported Currency" means a fiat currency we make available for an Account from time to time, as shown on the Platform;

(q) "Third-Party Provider" means a bank, financial institution, card issuer, card network, crypto custodian, liquidity provider, identity-verification provider, or other service provider through which all or part of a Service is delivered.

2. About NoLimit; Regulatory Status; Important Disclaimers

2.1 NoLimit Is Not a Bank. NoLimit is a financial-technology platform and a Payment Service Provider. **NoLimit is not a bank** and does not take deposits. The Services are not banking services, and no provision of these Terms creates a banking, fiduciary, trustee, custodial (except as expressly stated for safeguarded funds), or deposit-taking relationship except as expressly described.

2.2 Status of Funds; Not CDIC- or FDIC-Insured. Funds you hold through an Account are held in named payment accounts with correspondent banks and licensed financial institutions selected by NoLimit. **Such funds are not deposits, are not held by NoLimit as a bank, and are not insured by the Canada Deposit Insurance Corporation (CDIC), by the U.S. Federal Deposit Insurance Corporation (FDIC), or by any other deposit-insurance scheme.** NoLimit safeguards end-user funds as required by the RPAA; safeguarding is not deposit insurance and does not protect you against losses other than those the safeguarding regime is designed to address.

2.3 Crypto Assets Are Not Legal Tender and Are Not Insured. Crypto Assets are not legal tender, are not backed by any government, and are not insured by CDIC, FDIC, or any deposit-insurance or investor-protection scheme. Crypto Asset values are volatile and you may lose some or all of the value of any Crypto Asset. Crypto Asset transactions carry the additional risks described in Section 6, and the Crypto Asset Services are not available to persons in the EU/EEA (Sections 2.7 and 6.2).

2.4 Regulatory Registrations. NoLimit is registered with and supervised by the Bank of Canada under the RPAA; is registered as a Money Services Business with FINTRAC (#M23055482) for foreign exchange, money transferring, and dealing in virtual currency; and is registered as a Money Services Business with FinCEN (#31000309349602). NoLimit's registrations do not constitute an endorsement of NoLimit or the Services by any regulator, and do not guarantee the performance of the Services or the safety of any funds or Crypto Assets.

2.5 No Investment, Tax, or Legal Advice. NoLimit does not provide investment, tax, accounting, or legal advice. Nothing on the Platform or in these Terms is a recommendation to acquire, hold, or dispose of any currency or Crypto Asset. You are solely responsible for your own decisions and for obtaining your own professional advice.

2.6 Corporate Group. NoLimit is a wholly owned subsidiary of QPX Inc. (doing business as QPexa).

2.7 Geographic Availability; Excluded Customers. The Services are offered only where NoLimit is permitted to offer them. NoLimit may restrict, condition, or decline to offer any Service in any jurisdiction, and may require that you be resident or established in an eligible jurisdiction. You are responsible for complying with the laws of your own jurisdiction, and you must not use the Services if doing so is unlawful where you are located. Without limiting the foregoing:

(a) the Services are not offered to, and may not be accessed or used by, residents of the Province of Quebec, Canada; and

(b) the Crypto Asset on/off-ramp Services described in Section 6 are not offered to, and may not be accessed or used by, any person in the EU/EEA.

We may use the location, residency, and identity information we collect to enforce these exclusions, and may decline, block, suspend, reverse, restrict, or close access, transactions, or Accounts accordingly.

3. Eligibility, Registration, and Identity Verification

3.1 Eligibility. To open an Account you must be at least the age of majority in your jurisdiction (and in any event 18 years of age or older), have full legal capacity to enter into these Terms, not be a person with whom we are prohibited from dealing under Applicable Law (including Sanctions), and not be a person excluded under Section 2.7 (including residents of Quebec and, for the Crypto Asset Services, persons in the EU/EEA). A Business Customer must be validly existing and the individual accepting these Terms must be authorised to bind it.

3.2 Registration. You must provide accurate, current, and complete information when you register and must keep that information up to date. You must not register under a false, anonymous, or fictitious name or on behalf of an undisclosed third party. We may decline any registration in our discretion.

3.3 Identity Verification (KYC/KYB). As a regulated MSB and Payment Service Provider, we are required to identify and verify our customers. Before and during your use of the Services, you must provide, and you authorise us to collect and verify, information and documents to satisfy our customer identification, know-your-customer (KYC), know-your-business (KYB), beneficial-ownership, source-of-funds, source-of-wealth, and sanctions-screening obligations, and to confirm that you are not an excluded customer under Section 2.7. For a Business Customer, this includes identifying and verifying each individual who owns or controls 25% or more of the entity, and each authorised user. You authorise us to verify your information directly and through Third-Party Providers, credit-file and identity-verification sources, and public and commercial databases.

3.4 Ongoing Due Diligence. We conduct ongoing monitoring of business relationships and may, at any time, require updated information, additional documentation, or enhanced due diligence (including for politically exposed persons and their family members and close associates). If you do not provide requested information, or if we cannot verify your identity or the source or purpose of funds, we may refuse, suspend, limit, or terminate any Service and may hold, freeze, or return funds in accordance with Section 13 and Applicable Law.

3.5 Authorised Users. A Business Customer may designate authorised users. You are responsible for the acts and omissions of your authorised users and must ensure they comply with these Terms.

We may rely on instructions from any person who authenticates successfully as you or your authorised user.

3.6 One Customer, One Relationship. We may decline to open multiple Accounts for the same person and may link, combine, or treat related Accounts as a single relationship for risk, monitoring, and set-off purposes.

4. The Services — General

4.1 Overview. Subject to these Terms, your eligibility, and our acceptance, we make available some or all of the following Services: (a) multicurrency Accounts in Supported Currencies (Section 5); (b) Crypto Asset on/off-ramp services (Section 6), which are not available to persons in the EU/EEA; (c) Interac e-Transfer (Section 7); (d) EFT (Section 8); (e) bill payment (Section 9); and (f) Payment Card top-up and spend (Section 10). Not every Service is available to every Customer or in every jurisdiction.

4.2 Product-Specific Terms. Each Service is subject to these Terms and to any product-specific terms, schedules, disclosures, limits, and Third-Party Provider terms applicable to that Service. If there is a conflict, the product-specific terms govern for that Service to the extent of the conflict, except that nothing overrides a mandatory protection under Applicable Law.

4.3 Orders and Authorisation. When you submit an Order, you authorise us (and our Third-Party Providers) to act on it. You are responsible for the accuracy of every Order, including recipient names, account numbers, email addresses, wallet addresses, amounts, and currencies. We may, but are not obliged to, screen, delay, or seek confirmation of an Order. We may refuse, suspend, reverse, or unwind an Order in the circumstances described in Section 13 or where required or permitted by Applicable Law or a Third-Party Provider.

4.4 Processing Times; Cut-Offs. Processing times depend on the Service, payment-system and card-network cut-offs, the practices of correspondent banks and counterparties, and required compliance checks. Times shown on the Platform are estimates and are not guaranteed. An Order submitted after a cut-off or on a non-Business Day may be processed on the next Business Day.

4.5 Limits. We may set and change limits on transaction amounts, frequency, balances, and velocity, by Customer, Service, currency, or otherwise, for risk, regulatory, liquidity, or operational reasons.

4.6 No Interest. Unless we expressly agree otherwise in writing, no interest is payable to you on any balance held in an Account except as required by Applicable Law.

4.7 Statements and Records. We make transaction history and statements available through the Platform. You must review them promptly and notify us of any error or unauthorised transaction in accordance with Section 15.

5. Multicurrency Accounts (Fiat)

5.1 Multicurrency Accounts. A multicurrency Account allows you to hold balances in one or more Supported Currencies, to send and receive payments, and to convert between Supported

Currencies, in each case as available on the Platform. Account balances represent funds we hold for you with correspondent banks and licensed financial institutions, subject to Section 2.2.

5.2 Fiat Only. Account balances under this Section 5 are denominated in fiat Supported Currencies only. Crypto Assets are not held in a multicurrency Account and are addressed in Section 6.

5.3 Currency Conversion (FX). Where you convert between Supported Currencies, we apply an exchange rate that includes our margin or spread, as disclosed on the Platform before you confirm the conversion or in the Fee Schedule. Exchange rates fluctuate; the rate applied is the rate in effect at the time we execute the conversion, which may differ from any indicative rate previously shown.

5.4 Incoming and Outgoing Payments. We may receive funds on your behalf and credit them to your Account after clearing and compliance checks, and we may send funds on your Order. We may decline to credit, or may return, funds that fail compliance checks, that we cannot match to an Account, or that are received from or destined for a prohibited person or jurisdiction.

5.5 Reversals and Recalls. A payment credited to your Account may later be reversed, recalled, charged back, or returned (for example, by the sending bank, payment system, or counterparty). You authorise us to debit your Account for the amount of any such reversal, and Section 13.6 (Negative Balances and Set-Off) applies.

5.6 No Overdraft. Accounts do not provide credit or overdraft. You must maintain a sufficient available balance to cover your Orders and our fees.

6. Crypto Asset On/Off-Ramp Services

6.1 On/Off-Ramp. The on/off-ramp Service allows you to use fiat funds to acquire supported Crypto Assets ("on-ramp") and to sell supported Crypto Assets for fiat ("off-ramp"), in each case at a price quoted on the Platform. On an on-ramp, NoLimit delivers the purchased Crypto Assets on-chain to a self-hosted wallet that you own and control (Section 6.5). Where NoLimit holds Crypto Assets for you — for example, pending settlement, or pending the sale of Crypto Assets you transfer to us for an off-ramp — those Crypto Assets are held by our qualified custodian as described in Section 6.5. NoLimit acts as principal or arranges execution through a Third-Party Provider, as disclosed at the time of the transaction.

6.2 EU/EEA Exclusion. The Crypto Asset on/off-ramp Services are **not offered to, and may not be accessed or used by, any person in the EU/EEA.** By accessing or using the Crypto Asset Services you represent and warrant that you are not a person in the EU/EEA. We may require evidence of your location and residency, and may decline, block, suspend, or reverse any Crypto Asset transaction and restrict or remove your access to the Crypto Asset Services where we identify or reasonably suspect access by a person in the EU/EEA. This exclusion is in addition to every other eligibility requirement in these Terms.

6.3 Quotes and Pricing. Crypto Asset prices are volatile and change continuously. A quote is valid only for the short period stated at the time it is given. The price you receive includes our margin or spread and any applicable network or processing fees, as disclosed before you confirm the Order or in the Fee Schedule.

6.4 Irreversibility. Crypto Asset transactions and on-chain transfers are generally **irreversible**. Once an on-chain transfer is broadcast, it cannot be cancelled, recalled, or reversed by us. You are solely responsible for the accuracy of any wallet address, destination tag, memo, or network you provide. **If you send Crypto Assets to an incorrect, incompatible, or unsupported address or network, the assets may be permanently lost, and we cannot recover them.**

6.5 Custody, Delivery, and Wallets. Crypto Assets are delivered and held as follows:

(a) Delivery to your self-hosted wallet. When you acquire Crypto Assets through an on-ramp, NoLimit delivers them on-chain to a self-hosted (self-custodied) wallet that you own and control and whose address you provide. Once delivered, those Crypto Assets are held by you and not by NoLimit, and you are solely responsible for securing your wallet, private keys, seed phrases, and credentials. Loss of these, or provision of an incorrect, incompatible, or unsupported wallet address or network, may result in the permanent loss of your Crypto Assets, which NoLimit cannot recover (Section 6.4).

(b) Qualified custody. Where NoLimit holds Crypto Assets for you — for example, pending settlement of a transaction, or pending the sale of Crypto Assets you have transferred to us for an off-ramp — those Crypto Assets are held by our qualified custodian, **BitGo Bank & Trust, National Association** ("**BitGo**"), a national trust bank chartered and regulated by the U.S. Office of the Comptroller of the Currency, or by another qualified custodian we may engage from time to time, as notified to you on the Platform. Crypto Assets so held are subject to the custodian's applicable custody arrangement. We hold customer Crypto Assets separately from our own corporate assets.

(c) Not deposits; not insured. Crypto Assets held for you — whether held by NoLimit, held by BitGo or another custodian, or delivered to your self-hosted wallet — are not deposits, are not held by NoLimit as a bank, and are not insured by CDIC, FDIC, or any deposit-insurance or investor-protection scheme (Section 2.3). Any insurance a custodian maintains is subject to that custodian's policy terms, limits, and exclusions, does not run to you directly unless expressly stated, and does not cover Crypto Assets in, or loss of access to, a self-hosted wallet you control.

6.6 Risk Disclosure. You acknowledge the risks of Crypto Assets, including: extreme price volatility; the irreversibility of transactions; the possibility of total loss; operational, network, protocol, "fork", and cybersecurity risks; limited or evolving legal and regulatory protection; the risk that a Crypto Asset becomes illiquid, unsupported, or worthless; and the risk of fraud and scams. You should not transact in Crypto Assets unless you understand and can bear these risks.

6.7 Compliance. Crypto Asset transactions are subject to KYC, sanctions screening, the Travel Rule (Section 6.8), blockchain analytics, and transaction monitoring. We may require additional information about the source, destination, and purpose of Crypto Asset transactions, may refuse or delay transactions, and may report transactions to regulators as required (including virtual-currency transaction reporting). We do not support privacy-enhancing techniques or addresses designed to obscure the origin or destination of funds.

6.8 Travel Rule. Transfers of Crypto Assets are subject to "travel rule" requirements under Canadian and U.S. law, including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and FINTRAC requirements, and the U.S. Bank Secrecy Act and FinCEN requirements. To comply, NoLimit is required to collect, verify, retain, and transmit information about the originator and the beneficiary of a Crypto Asset transfer — which may include name, address, account or wallet identifier, and, where required, date of birth or other identifying information — to the next financial institution, money services business, or virtual-asset service provider in the transfer chain (where one exists), and to receive and retain such information for incoming transfers. NoLimit transmits and receives travel rule information through secure, industry-standard protocols and may engage third-party travel rule service providers for this purpose.

By using the Crypto Asset Services, you authorise NoLimit to collect this information from you and to transmit and receive it as required, and you agree to provide accurate and complete information on request. For transfers to or from a self-hosted wallet, NoLimit may be required to collect additional information, verify your ownership or control of the wallet, and conduct additional screening (including blockchain analytics).

NoLimit may refuse, delay, hold, or decline to complete a transfer where required information is missing, incomplete, or cannot be verified, or where the required information cannot lawfully be transmitted or received, in each case without liability. Where NoLimit holds a transfer pending receipt or verification of required information, NoLimit will notify you of the hold and the information required. If the required information is not provided or cannot be verified within 10 days (or such shorter period as Applicable Law requires), NoLimit may return or decline the transfer, subject to any legal obligation to retain or report the funds.

6.9 No Advice; Tax. We do not advise on whether to acquire, hold, or dispose of any Crypto Asset. You are solely responsible for determining and paying any tax arising from your Crypto Asset transactions and for any required reporting.

6.10 United States — Licensed Partner Routing

The Crypto Asset on/off-ramp Services are not provided directly by NoLimit to users located in the United States. U.S. Customers will be routed to one or more third-party entities that are duly licensed to provide such services in the United States (the “U.S. Licensed Partner”).

Where applicable, U.S. Customers will be required to enter into a separate agreement with the relevant U.S. Licensed Partner and will be informed of this and asked to provide their consent at the time of onboarding or transaction initiation.

By using the Services from the United States, you acknowledge and agree that:
(a) the provision of regulated services will be carried out by the U.S. Licensed Partner under its own regulatory permissions;
(b) your access to such services is subject to the U.S. Licensed Partner’s terms, disclosures, and compliance requirements; and
(c) NoLimit acts solely as a technology and routing provider in relation to U.S. Customers and does not itself provide regulated money transmission or virtual asset services in the United States.

NoLimit may update or change its U.S. Licensed Partner arrangements from time to time, including where required to comply with Applicable Law.

7. Interac e-Transfer

7.1 Interac e-Transfer. Where available, you may send and receive funds by Interac e-Transfer through the Platform. Interac e-Transfer is provided subject to the rules of Interac Corp. and the participating financial institutions, which may change from time to time.

7.2 Sending and Receiving. You are responsible for entering the correct recipient email address or mobile number and, where applicable, a security question and answer that only the intended recipient can answer, or for using Autodeposit where available. We are not responsible for transfers sent to a recipient you incorrectly identified, or deposited by a person who correctly answers a security question you selected.

7.3 Irrevocability. Once an Interac e-Transfer has been accepted or auto-deposited by the recipient, it generally cannot be cancelled or reversed. Before acceptance, cancellation may be possible subject to Interac rules and fees.

7.4 Limits and Holds. Interac e-Transfers are subject to per-transaction, daily, weekly, and monthly limits and to holds for risk and compliance reasons. We may decline or hold a transfer that fails our checks.

8. Electronic Funds Transfer (EFT)

8.1 EFT. Where available, you may send and receive funds by electronic funds transfer (EFT) through the systems operated by Payments Canada or an equivalent system. EFTs are subject to the rules of the applicable payment system and to the practices of the financial institutions involved.

8.2 Returned and Reversed EFTs. An EFT may be returned, reversed, or disputed (for example, for insufficient funds, a closed or incorrect account, or a claimed unauthorised or erroneous transfer). You authorise us to debit your Account for any returned or reversed EFT and related charges, and Section 13.6 applies.

8.3 Accuracy. You are responsible for the accuracy of all EFT details (including account and routing/transit numbers). A payment system may rely on the account number rather than the name you provide.

9. Bill Payment

9.1 Bill Payment. Where available, you may use the Platform to pay bills to participating billers (payees). You are responsible for selecting the correct biller, entering the correct account or reference number, and submitting the payment far enough in advance of any due date to allow for processing time.

9.2 Processing Time. Bill payments are not instantaneous and may take several Business Days to reach the biller, depending on the biller's processing practices. We are not responsible for late fees, interest, service interruptions, or other consequences arising from a bill payment that you submitted with insufficient lead time, to the wrong biller, or with incorrect account details.

9.3 Posting by Biller. The biller, not NoLimit, controls how and when a payment is applied to your account with that biller. A dispute about whether or how a payment was credited by a biller is between you and the biller.

10. Payment Card — Top-Up and Spend

10.1 Payment Card. Where available, we may make available a Payment Card (physical and/or virtual) that you can load ("top up") from your Account and use to make purchases and other permitted transactions. The Payment Card is a prepaid/spend instrument; **it is not a credit card**

and does not provide credit, and a loaded balance is not a deposit and is not CDIC- or FDIC-insured.

10.2 Issuer and Network; Cardholder Agreement. The Payment Card, including any card issued under the Wasabi Crypto Card programme, is issued by a card issuer pursuant to a licence from the relevant card network and is subject to a separate Cardholder Agreement and the rules of the applicable card network. By requesting, activating, or using a Payment Card, including a Wasabi Crypto Card, you agree to be bound by the applicable Cardholder Agreement and card network rules, which shall govern the Payment Card and prevail over these Terms to the extent of any conflict.

10.3 Loading and Spending. You may load the Payment Card from your available Account balance, subject to load and spend limits, currency rules, and Fee Schedule. Authorised transactions and applicable fees are deducted from the loaded balance. You must maintain a sufficient balance; we may decline a transaction that would exceed your available balance or a limit.

10.4 Lost, Stolen, or Unauthorised Use. You must keep your Payment Card and credentials secure and notify us immediately of loss, theft, or suspected unauthorised use. Your liability for unauthorised transactions, and the process to report and resolve errors, are described in Section 15 and the cardholder agreement, and are subject to mandatory consumer protections (including, for U.S. Consumers, the error-resolution and limited-liability rules under the Electronic Fund Transfer Act and Regulation E as applicable to prepaid accounts).

10.5 Disputes and Chargebacks. Disputes about card transactions are handled under the rules of the card network. We may, but are not obliged to, assist you in pursuing a chargeback. A merchant dispute about goods or services is primarily between you and the merchant.

11. Fees, Taxes, and Statements

11.1 Fees. You agree to pay the fees, spreads, and charges for the Services as set out in the Fee Schedule and as disclosed on the Platform before you confirm a chargeable Order. We may charge fees by deducting them from your Account, your loaded card balance, or the amount of a transaction.

11.2 Changes to Fees. We may change the Fee Schedule. Except where a longer notice period is required by Applicable Law, we will give notice of a fee change before it takes effect, and the change applies prospectively. Your continued use of the affected Service after the change takes effect constitutes acceptance of the change; if you do not accept it, your remedy is to stop using the affected Service and, if you wish, close your Account.

11.3 Taxes. Fees are exclusive of taxes unless stated otherwise. You are responsible for all taxes arising from your use of the Services and from your transactions, other than taxes on NoLimit's net income. Where we are required to collect or withhold tax, we may do so and remit it to the relevant authority.

11.4 Third-Party Charges. Correspondent banks, intermediary banks, card networks, billers, and crypto networks may impose their own charges (including network/"gas" fees and intermediary deductions) that reduce the amount received or increase the amount you pay. These are not controlled by NoLimit.

12. Your Conduct and Prohibited Uses

12.1 General. You must use the Services lawfully, honestly, and only for legitimate purposes, and must comply with all Applicable Law and these Terms.

12.2 Prohibited Uses. You must not use the Services, directly or indirectly, to:

(a) engage in or facilitate money laundering, terrorist financing, sanctions evasion, fraud, tax evasion, corruption, or any other criminal activity;

(b) transact with, for the benefit of, or on behalf of any person or jurisdiction that is the target of Sanctions, or that is located in a jurisdiction subject to comprehensive Sanctions;

(c) structure transactions, or provide false or misleading information, to avoid reporting thresholds, identity verification, monitoring, or any regulatory requirement, or to circumvent an exclusion under Section 2.7;

(d) use the Services on behalf of an undisclosed third party, or open or operate an account in a false, anonymous, or fictitious name;

(e) conduct business in, or process payments for, any prohibited or restricted category, including: child sexual abuse material or non-consensual intimate content; human trafficking; unlicensed firearms, weapons, or ammunition (as defined under the Criminal Code (Canada)); unlicensed gambling, betting, or gaming for stakes; the unlawful manufacture, distribution, or sale of controlled substances; counterfeit goods or intellectual-property infringement; Ponzi, pyramid, or other deceptive schemes; or any other category we prohibit on notice;

(f) infringe the rights of others, transmit malicious code, attempt to gain unauthorised access to the Platform or another person's account, scrape or reverse-engineer the Platform, or interfere with its operation or security; or

(g) use the Services in any way that exposes NoLimit or the QPexa Group to legal, regulatory, reputational, or financial risk that we consider unacceptable.

12.3 Prohibited and Restricted Businesses and Activities. In addition to Section 12.2, you must not use the Services for, or in connection with, any of the following:

(a) any illegal or unlawful act, including fraud, money laundering, terrorist financing, or sanctions evasion;

(b) the resale, white-labeling, or distribution of the Services to third parties as a payments product;

(c) the promotion or distribution of materials involving non-consensual sexual acts, exploitation, coercion, child sexual abuse material, or any other activity that contravenes laws relating to human trafficking;

(d) any firearms, prohibited weapons, restricted weapons, prohibited devices, or prohibited ammunition (as defined in the *Criminal Code* (Canada));

(e) any game or bet (as defined in the *Criminal Code* (Canada)), except where the Customer is duly licensed under provincial gaming legislation and NoLimit has agreed in writing to support the activity;

(f) any virtual-currency on-ramp, off-ramp, exchange, or other crypto-asset trading activity, except where the Customer is registered (or operates under an exemption) with the Canadian Securities Administrators and NoLimit has agreed in writing to support the activity;

(g) the operation of any Bitcoin or cryptocurrency automated teller machine (ATM) located in Canada;

(h) any business or activity identified in NoLimit's acceptable-use policy (currently published at nolimit.money/aup), as updated from time to time on prior notice; or

(i) any business or activity that NoLimit reasonably determines presents undue legal, regulatory, reputational, or financial risk.

12.4 Right to Refuse. We may refuse, restrict, suspend, reverse, or terminate any transaction, Service, or Account that we reasonably believe involves a prohibited use, a prohibited or restricted business or activity, or an excluded customer, without liability and without any obligation to give reasons where disclosure is restricted by Applicable Law.

13. Anti-Money-Laundering, Sanctions, and Regulatory Compliance

13.1 Compliance Obligations. As a regulated MSB and Payment Service Provider, NoLimit must comply with the PCMLTFA and FINTRAC requirements in Canada, the U.S. Bank Secrecy Act and FinCEN requirements in the United States, applicable Sanctions laws, and the requirements of the Bank of Canada under the RPAA, among others. You acknowledge that these obligations apply to our relationship with you and that we will act to comply with them notwithstanding any other provision of these Terms.

13.2 Monitoring and Screening. We monitor and screen Customers, authorised users, beneficial owners, counterparties, and transactions against Sanctions lists and for indicators of money laundering, terrorist financing, fraud, and other prohibited activity, before, during, and after transactions.

13.3 Information Requests. You must promptly provide any information or document we request to meet our compliance obligations, including about the source and purpose of funds, the nature of a transaction, and the identity of counterparties and beneficial owners. We may verify this information through Third-Party Providers and external sources.

13.4 Holds, Freezes, and Refusals. We may, without prior notice and without liability, decline, delay, suspend, block, freeze, or reverse a transaction; suspend or restrict a Service or Account; or hold or freeze funds or Crypto Assets, where we reasonably consider it necessary or appropriate to comply with Applicable Law, a Sanctions obligation, a court or regulator order, a Third-Party Provider requirement, or our own risk and compliance policies, or where we suspect prohibited activity.

13.5 Reporting; No Tipping-Off. We may report transactions and activity to FINTRAC, FinCEN, the Bank of Canada, OFAC, law-enforcement authorities, and other regulators as required or permitted by Applicable Law. **Where the law restricts us from doing so, we will not, and are not permitted to, tell you that a report has been made or is contemplated, or disclose its contents, and our doing so may be a criminal offence.** You agree that we may take these actions without being in breach of these Terms or any duty to you.

13.6 Negative Balances and Set-Off. If your Account becomes negative (for example, because of a reversal, recall, chargeback, returned EFT, fee, or clawback), you must immediately repay the shortfall. You authorise us to set off and deduct amounts you owe us from any Account, balance, loaded card value, or Crypto Asset we hold for you, to convert currency or Crypto Assets at prevailing rates for that purpose, and to recover any remaining shortfall as a debt.

13.7 Frozen or Seized Funds. Where funds or Crypto Assets are frozen, blocked, seized, or required to be remitted to an authority under Applicable Law, we will comply, and we are not liable to you for doing so.

14. Privacy and Data Protection

14.1 Privacy Policy. Our collection, use, disclosure, and protection of Personal Information is described in our Privacy Policy at [●], which forms part of these Terms. By using the Services you acknowledge the Privacy Policy. To the extent of any conflict on a privacy matter, the Privacy Policy governs.

14.2 Canada — PIPEDA. We handle Personal Information in accordance with the Personal Information Protection and Electronic Documents Act and other applicable Canadian privacy legislation. We collect and use Personal Information to provide and administer the Services, to verify your identity and eligibility, to meet our legal and regulatory obligations (including AML/CTF and Sanctions obligations), to detect and prevent fraud, and for the other purposes described in the Privacy Policy. Where required, we obtain your consent; you may withdraw consent subject to legal and contractual limits, but doing so may prevent us from providing the Services.

14.3 Electronic Messages (CASL). By providing your electronic contact information and using the Services, you consent to receive electronic messages from us that relate to the Services, including transactional, service, and account messages, which we may send on the basis of our existing business relationship or as otherwise permitted under Canada's Anti-Spam Legislation (CASL). For commercial electronic messages, we will obtain consent where required and will include the sender identification and unsubscribe mechanism that CASL requires. You may unsubscribe from non-essential commercial electronic messages at any time; we may still send messages necessary to administer the Services.

14.4 United States — Financial Privacy. For U.S. Customers, we handle Personal Information in accordance with applicable U.S. law, including the privacy provisions of the Gramm-Leach-Bliley Act (GLBA) and its implementing regulations where applicable, and applicable U.S. state privacy laws (such as the California Consumer Privacy Act, as amended). Where those laws give you rights regarding your Personal Information, our Privacy Policy explains how to exercise them.

14.5 European Union / EEA — GDPR. The Crypto Asset Services are not offered to persons in the EU/EEA (Sections 2.7 and 6.2). Where the EU General Data Protection Regulation (GDPR) nonetheless applies to our processing of your Personal Information (for example, where we lawfully offer another Service to, or monitor the behaviour of, individuals in the EU/EEA), we process it on the lawful bases, and provide the rights and information, required by the GDPR, as described in the Privacy Policy.

14.6 Cross-Border Transfers. The Services are operated from, and your Personal Information may be processed and stored in, Canada and other countries, including by Third-Party Providers. Where we transfer Personal Information across borders, we use contractual and other measures intended to provide a comparable level of protection, as described in the Privacy Policy. Personal Information processed in a jurisdiction may be subject to that jurisdiction's laws, including lawful access by its authorities.

14.7 Security. We maintain administrative, technical, and physical safeguards designed to protect Personal Information appropriate to its sensitivity. No method of transmission or storage is completely secure, and we cannot guarantee absolute security. You are responsible for the matters described in Section 15. In the event of a security breach affecting your Personal Information, we will notify you as required by Applicable Law and as described in the Privacy Policy.

15. Security; Your Responsibilities; Errors and Unauthorised Transactions

15.1 Your Credentials. You are responsible for keeping your login credentials, devices, authentication factors, security questions, private keys, and Payment Card credentials secure and confidential, and for all activity conducted through your Account except to the extent Applicable Law provides otherwise. Enable available security features (including multi-factor authentication) and notify us immediately if you suspect any compromise.

15.2 Notify Us Promptly. You must review your transaction history and statements promptly and notify us without delay, and in any event within the time required by Applicable Law or the applicable product terms, of any error, discrepancy, or transaction you did not authorise. Delay in notifying us may increase your liability to the extent permitted by Applicable Law.

15.3 Error Resolution. We will investigate reported errors and unauthorised transactions in accordance with Applicable Law and the applicable product terms and card-network rules. For Consumers, mandatory error-resolution and liability rules apply and are not limited by these Terms, including, where applicable to U.S. Consumers, the Electronic Fund Transfer Act and Regulation E (including the rules applicable to prepaid accounts), and, in Canada, applicable consumer-protection requirements and voluntary codes.

15.4 Liability for Unauthorised Transactions. Subject to mandatory consumer protections, you are not responsible for transactions that occur after you have notified us of a compromise, but you may be responsible for losses arising before notification, and for losses arising from your gross negligence, fraud, or sharing of credentials, to the extent permitted by Applicable Law.

16. Suspension, Termination, and Account Closure

16.1 By You. You may stop using the Services and request closure of your Account at any time, subject to settlement of pending transactions, repayment of any amounts you owe us, and our retention obligations under Applicable Law.

16.2 By NoLimit. We may suspend, restrict, or terminate your access to any or all Services or your Account, with or without prior notice as the circumstances require: (a) if you breach these Terms or any product terms; (b) for the risk, compliance, legal, Sanctions, or eligibility reasons described in Sections 2.7, 12, and 13; (c) if required by a regulator, court, or Third-Party Provider; (d) if we reasonably suspect fraud, unauthorised, or unlawful use; (e) if your Account is inactive or dormant; or (f) on reasonable prior notice, for convenience.

16.3 Effect of Termination. On termination, your right to use the affected Services ends. Subject to Sections 13 and 16.4 and to any hold, freeze, or legal restriction, we will return any remaining available balance to you by a method we reasonably determine, after deducting amounts you owe us and any applicable fees, and after completing required compliance checks.

16.4 Dormant Accounts and Unclaimed Funds. If your Account is dormant or a balance is unclaimed, we may treat it in accordance with our policies and Applicable Law, including applicable unclaimed-property or unclaimed-balance requirements, and may charge applicable fees and remit balances to the relevant authority where required.

16.5 Survival. Termination does not affect rights or obligations accrued before termination. The provisions that by their nature should survive — including Sections 2, 11, 13, 14, 19, 20, 21, 24, and 25 — survive termination.

17. Intellectual Property; Licence to Use the Platform

17.1 Ownership. The Platform, including all software, content, trademarks, and other intellectual property, is owned by NoLimit, the QPexa Group, or its licensors, and is protected by law. Nothing in these Terms transfers any such intellectual property to you.

17.2 Licence. Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and use the Platform for the permitted use of the Services. You must not copy, modify, distribute, sell, lease, reverse-engineer, or create derivative works from the Platform, except to the extent that restriction is prohibited by Applicable Law.

17.3 Feedback. If you give us feedback or suggestions, we may use them without restriction or obligation to you.

17.4 Your Content and Data. You retain ownership of information and content you provide. You grant us the rights to use, process, host, and transmit it as necessary to provide the Services, to operate and improve the Platform, and to comply with Applicable Law, consistent with the Privacy Policy.

18. Third-Party Services and Beta Features

18.1 Third-Party Providers. The Services rely on Third-Party Providers (including banks, card issuers and networks, crypto custodians and liquidity providers, identity-verification providers, and infrastructure providers). Their services may be subject to their own terms, and we are not responsible for their acts or omissions except to the extent required by Applicable Law.

18.2 Third-Party Sites and Content. Links or references to third-party sites or content are provided for convenience and are not endorsements; your use of them is at your own risk and subject to their terms.

18.3 Beta Features. We may offer features identified as beta, preview, or experimental "as is" and may modify or withdraw them at any time.

19. Disclaimers and No Warranties

19.1 As-Is. To the maximum extent permitted by Applicable Law, the Platform and the Services are provided "as is" and "as available", and we disclaim all warranties, conditions, and representations of any kind, whether express, implied, statutory, or otherwise, including any implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement, and any warranty arising from course of dealing or usage of trade.

19.2 No Guarantee of Availability or Results. We do not warrant that the Platform or Services will be uninterrupted, error-free, secure, or free of harmful components, that any transaction will be processed within a particular time, or that the Services will meet your requirements. We do not warrant or guarantee the value, liquidity, or performance of any currency or Crypto Asset.

19.3 Consumer Rights Preserved. Nothing in this Section 19 excludes or limits any warranty, condition, guarantee, or right that cannot be excluded or limited under Applicable Law, including mandatory consumer-protection law.

20. Limitation of Liability

20.1 Exclusion of Indirect Damages. To the maximum extent permitted by Applicable Law, NoLimit and the QPexa Group are not liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenue, business, goodwill, data, or anticipated savings, or for any loss arising from currency or Crypto Asset price movements, in each case however caused and whether or not foreseeable.

20.2 Aggregate Cap. To the maximum extent permitted by Applicable Law, the aggregate liability of NoLimit and the QPexa Group arising out of or in connection with the Services and these Terms in any twelve-month period is limited to the greater of (a) the total fees you paid to NoLimit for the affected Service in the twelve (12) months before the event giving rise to the claim, and (b) CAD $500 (or its equivalent).

20.3 Excluded Matters. We are not liable for losses arising from: your breach of these Terms; your errors in an Order (including incorrect recipient, account, or wallet details); the irreversibility of Crypto Asset or payment-system transactions; acts or omissions of Third-Party Providers, billers, counterparties, or payment systems; events beyond our reasonable control (Section 25.7); or our compliance with Applicable Law, a Sanctions obligation, or a regulator or court order (including holds, freezes, refusals, reversals, and reporting under Section 13).

20.4 Carve-Outs and Consumer Rights. Nothing in these Terms excludes or limits liability that cannot be excluded or limited under Applicable Law, including liability for fraud or fraudulent misrepresentation, for death or personal injury caused by negligence, or any mandatory liability to Consumers. If you are a Consumer, the limitations in this Section 20 apply only to the extent permitted by the consumer-protection law that applies to you, and your mandatory statutory rights are unaffected.

21. Indemnification

21.1 Indemnity. To the extent permitted by Applicable Law, you will indemnify and hold harmless NoLimit, the QPexa Group, and their respective directors, officers, employees, and agents from and against any losses, liabilities, damages, costs, and expenses (including reasonable legal fees), and any fines or penalties, arising out of or in connection with: (a) your breach of these Terms or any product terms; (b) your violation of Applicable Law or the rights of a third party; (c) your Orders and transactions, including incorrect details you provided; or (d) your misuse of the Services. This Section 21 does not apply to a Consumer except to the extent permitted by the consumer-protection law that applies to that Consumer.

22. Changes to the Services and to these Terms

22.1 Changes to the Services. We may add, change, suspend, or discontinue any Service or feature, and may change limits and operational parameters, at any time, acting reasonably.

22.2 Changes to these Terms. We may amend these Terms. Except where a longer period or a specific method is required by Applicable Law, we will give notice of a material change before it takes effect, by posting the updated Terms on the Platform and/or by notifying you electronically, and the change applies prospectively. Your continued use of the Services after the change takes effect constitutes acceptance. If you do not accept a change, your remedy is to stop using the affected Service and close your Account before the change takes effect. We will not apply a material change retroactively to a completed transaction.

23. Consumers and Excluded Jurisdictions

23.1 Mandatory Rights. If you are a Consumer, you may have rights under the consumer-protection, payment-services, and privacy laws of your jurisdiction that cannot be waived or limited by agreement. Nothing in these Terms excludes, restricts, or modifies any such mandatory right, and to the extent any provision of these Terms conflicts with a mandatory right, that provision does not apply to you to the extent of the conflict.

23.2 Quebec. The Services are not offered to, and may not be used by, residents of the Province of Quebec. NoLimit does not hold the registrations required to offer the Services in Quebec, and we may decline, suspend, or close any Account that we identify or reasonably believe to be held by, or operated from, Quebec.

23.3 European Union / EEA and Other Jurisdictions. The Crypto Asset on/off-ramp Services are not offered to persons in the EU/EEA (Sections 2.7 and 6.2). Where we lawfully offer any other Service to a Consumer in the EU/EEA, the United States, or another jurisdiction, the mandatory consumer-protection, payment-services, and distance-contract rules of that jurisdiction apply to the extent required, notwithstanding the governing-law and dispute-resolution provisions below.

24. Dispute Resolution; Governing Law; Jurisdiction

24.1 Talk to Us First. Most concerns can be resolved quickly. Please contact us at support@nolimit.money so we can try to resolve your concern. We maintain a complaint-handling procedure; details are available on the Platform.

24.2 Governing Law. These Terms and any dispute arising out of or in connection with them or the Services are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict-of-laws rules, except to the extent the mandatory law of your jurisdiction applies under Section 23.

24.3 Jurisdiction — Business Customers. If you are a Business Customer, you irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario sitting in Toronto, and waive any objection to that venue.

24.4 Consumers. If you are a Consumer, nothing in this Section 24 deprives you of the protection of, or your right to bring proceedings in, the courts of your place of residence where mandatory law so provides, and you may have access to applicable consumer redress and ombudsman mechanisms.

24.5 Time Limit. To the extent permitted by Applicable Law, any claim relating to the Services must be brought within one (1) year after the claim arose; this does not apply where a longer mandatory limitation period applies, including to Consumers.

25. General

25.1 Entire Agreement. These Terms, together with the Privacy Policy, the Fee Schedule, and any product-specific terms and Third-Party Provider terms referenced here, constitute the entire agreement between you and us regarding the Services and supersede prior discussions and agreements on the same subject matter.

25.2 Notices and Electronic Communications. You consent to receive these Terms, disclosures, statements, and notices electronically, through the Platform or to the contact details associated with your Account, and agree that electronic delivery satisfies any legal requirement that such communications be in writing, to the extent permitted by Applicable Law (including the federal and provincial electronic-commerce/electronic-documents legislation in Canada and, for U.S. Customers, the E-SIGN Act). You must keep your contact details current. You may contact us at support@nolimit.money.

25.3 Language. The parties have requested that these Terms and all related documents be drawn up in English. *Les parties ont demandé que la présente convention et tous les documents s'y rapportant soient rédigés en anglais.*

25.4 Assignment. You may not assign or transfer these Terms or your Account without our prior written consent. We may assign these Terms to an affiliate or in connection with a merger, acquisition, reorganisation, or sale of all or substantially all of our assets, on notice to you. If you are a Consumer and the assignment materially affects your rights, you may close your Account without penalty within 30 days of the notice.

25.5 No Waiver. Our failure or delay in exercising a right is not a waiver of it, and a single or partial exercise does not prevent further exercise.

25.6 Severability. If any provision is held invalid or unenforceable, it is severed to the minimum extent necessary and the remainder continues in full force and effect.

25.7 Force Majeure. We are not liable for any failure or delay in performance caused by events beyond our reasonable control, including acts of God, natural disasters, pandemics, war, terrorism, civil unrest, labour disputes, failures or delays of payment systems, networks, correspondent banks, card networks, or telecommunications or internet infrastructure, blockchain network congestion or failure, and acts of government or regulators.

25.8 No Third-Party Rights. Except for the QPexa Group and the indemnified persons named in Section 21 (who may rely on the provisions that benefit them), these Terms do not create rights in any person who is not a party to them.

25.9 Relationship. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and us.

25.10 Contact. NoLimit Payments Ltd., 325 Front St W, Unit 200, Toronto, Ontario M5V 2Y1, Canada. Email: support@nolimit.money.