

FINASTER TRANSFER LTD, BC 1251720, 319 W Hastings Street, #400,
Vancouver BC V6B, 1H6, Canada

Terms & Conditions User agreement

This Agreement (THE "AGREEMENT") is between You ("YOU", AND "YOUR"), the provider of goods or services, and FINASTER TRANSFER LIMITED, , company registration number BC 1251720, (together with its employees, directors, successors, affiliates, and assignees, "FINASTER TRANSFER", "WE", "US", AND "OUR").

This Agreement forms a legal contract between You and FINASTER TRANSFER, governing the use of FINASTER TRANSFER`s service (THE "SERVICE"), and by registering for or using the Service You must read, agree and accept all of the terms and conditions contained in this Agreement. This Agreement will be governed by and interpreted in accordance with Canadian law. You agree that Your use of any of FINASTER TRANSFER`s payment services constitutes Your acceptance of this Agreement, which will become effective from the date of initiation of the Service.

You may also receive notification about additional Terms and Conditions if You take additional services in due course from FINASTER TRANSFER.

FINASTER TRANSFER does not have control and assumes no liability for the products or services that are paid for with the Service and You agree that FINASTER TRANSFER will not be held accountable for any act of default between Yourself and a Consumer utilising the Service.

The service

1.1. Overview

As part of the Service, You will be provided with an Account by FINASTER TRANSFER to facilitate the handling of funds in respect of consumer transactions due to You. A "CONSUMER" is someone who has access to the Service in order to make payment for goods or services provided by You. A "TRANSACTION" is a transfer of funds from the Sender to FINASTER TRANSFER, and then to the Recipient while using the Service. The "TRANSACTION AMOUNT" is the amount that the Sender provides to FINASTER TRANSFER for the transfer to the Recipient. A "SENDER" is the consumer who pays the Recipient for goods or services. A "RECIPIENT" is someone to whom the Sender transfers funds for goods or services.

1.2. Payments and payment methods

FINASTER TRANSFER will integrate its processing platform into Your website to facilitate transactions by the Consumers. The available payment options will be decided upon and agreed between You and Us prior to integration.

We will notify You of a successful payment, to allow You to supply the goods or services to the Consumer. We will collect payments from the Consumer through their chosen method and We will settle all successful and received payments directly to Your pre-registered bank account on a weekly basis. Refunds in respect of card payments will be executed to the card via the Acquirer, and other payment methods will be refunded by using bank transfer.

1.3. Conditions

You must be at least 18 years old to use the Service and be able to enter into a legally binding agreement under applicable law. You or Your business must be the lawful and valid holder of a bank account You use in relation to the Service.

1.4. Restrictions

We may refuse Transactions from certain Senders and to certain Recipients if We are required to do so by law, or if the locations, goods or services fall outside of Our business preferences or risk appetite. You may not use the Service to accept funds on behalf of another person or entity or for any purpose related to prohibited or illegal industries/content.

1.5. Availability

The Service is only available in certain countries, which is subject to change.. Availability of particular countries may change from time to time and without notice due to regulatory requirements, conditions in the country, or circumstances otherwise beyond FINASTER TRANSFER's control.

You may only open an Account if it is legal to do so in Your country of residence. By opening an account. You represent and warrant to Us that it does not violate any laws or regulations applicable to You. You shall indemnify us against any losses We incur if your breach this requirement.

1.6. Account

In order to use the Service You must first open an Account by registering Your details on Our website Prior to Us integrating our Application Programme Interface (API) with Your website. We will carry out identity verification on Your business to adhere to Our legal and regulatory obligations. Once We are satisfied that the details provided are accurate, We will allow the Consumer to provide payment to You by using the Service. All information You provide during the registration process or any time thereafter must be accurate and truthful. As part of the registration process You will need to accept this Agreement.

You may only open one Account unless We explicitly approve the opening of additional accounts.

Transactions

2.1. Transaction information

In order for Us to process a Transaction, We must receive as a minimum the following information: Transaction Amount, Merchant Details, Consumer Details, Method of Payment. Without this information, We will not be able to execute the Transaction.

2.2. Payment

Transaction settlement will be made to You by Us on a weekly basis for Transactions that have been settled with Us by the relevant payment method. We accept no liability for unsettled Transactions until such time as the funds are received by Us.

Charges and exchange rates

3.1. Charges

FINASTER TRANSFER charges an agreed flat fee (the "SERVICE FEE") for all Transactions, regardless of the Transaction Amount. You agree to pay Us the Service Fee for each transaction, which will be deducted from the Transaction amount by Us prior to settlement with You.

3.2. Exchange rates

You will receive settlement from Us in the agreed currency, which may or may not be the currency of Your bank account. Where the Transaction currency is different to Your settlement currency, We will utilise a currency exchange rate to convert the Transaction Amount into the settlement currency agreed between You and Us. We are not responsible for any exchange rates or fees applied by Your bank for further currency exchange in applicable circumstances.

Security

4.1. Your Obligations

You are responsible for keeping Your password and Account details safe. You must not disclose Your password or Account details to anyone else. If You think that You have lost Your password or Account details, that they have been stolen, or that someone has been using Your Account without Your permission, You must notify Us immediately. You will be held responsible for any losses arising from the disclosure of Your details, in cases where You have not notified Us.

You must not allow any unauthorised third parties to use the Service without Our express written authorisation. Failure to comply with this condition will result in the closure of Your Account and will render You liable for any financial losses incurred by Us.

4.2. Our obligations

We will ensure that Your password and Account details are kept secure and that Your password is only available to You.

Settlement of Transactions will only be made to Your pre-registered bank account, and any changes to this information will only be accepted from designated contact points within Your organisation.

4.3. Account Suspension

Where You have notified Us of the circumstances described in section 4.1, or where We suspect unauthorised or fraudulent use of Your Account has taken place or have other concerns regarding the security of Your Account, We will suspend Your Account. In this case We will notify You by email of the suspension, giving Our reasons for it, unless this would reasonably compromise security measures or would otherwise be unlawful. Where We are able to do so, We will endeavour to notify You in advance of the suspension. If this is not possible We will notify You immediately afterwards. As soon as practicable after the reasons for suspending Your Account cease to exist, We will reactivate Your Account or issue You with a new password. Possible exceptions to this are if we consider You to have been a party to the unauthorised use or to have been grossly negligent with the security of Your Account.

Liability

5.1. Disputes between sender and recipient

We will process the Transaction on Your behalf and collect funds from the applicable payment method, for transfer to Your designated bank account. This represents our entire involvement in the Transaction process and WE ACCEPT NO LIABILITY FOR DISPUTES ARISING BETWEEN THE SENDER AND THE RECIPIENT IN RESPECT OF THE ACTUAL GOODS OR SERVICES PROVIDED.

5.2. Payment for goods or services

We have no control over and accept no liability for the quality, safety, legality, or delivery of goods or services that You provide the Consumer for which they use the Service to pay. You are wholly responsible for this and agree to indemnify Us against any action brought by the Consumer in this regard.

5.3. Incorrectly executed transactions

If You think there has been a mistake in the processing of a Transaction, You must inform Us immediately, or as soon as practicable. Once You have informed Us of an incorrectly executed Transaction, We will endeavour to find the reasons for this and inform You of the outcome as soon as possible. Where the reason for the incorrect execution is attributable to a mistake on Our part, We will adjust the amount to either You or the Consumer, whichever is applicable, as soon as is practicable. Where the incorrect execution is attributable to a mistake on Your part, We will adjust the Transaction Amount to the extent that it is possible to recover, and any further liability to the Consumer will be Your responsibility.

5.4. Your liabilities

We may request information from You or otherwise update inaccurate Information You have provided to us and You should provide Us with the requested information/documentation within the timeframe reflected in our request.

If there arise any risk of liability to Us that should not arise if You utilize Your rights in bona fide manner, You irrevocably authorize US and We have unilateral right

to hold Your funds to the extent and for so long as reasonably needed to protect against the risk of liability to Us.

You should be aware that We may take legal action against You. Unless otherwise directed by Us, You must not use or attempt to use Your Account while it is suspended or has been closed. You remain liable under this Agreement in respect of all charges and other amounts incurred through the use of Your Account at any time, irrespective of termination, suspension or closure.

5.5. Our Liabilities

We may, at any time and without liability, suspend, block, limit, close or cancel Your right to use a particular payment method or Your account entirely or for any particular transaction, which may in turn suspend, block, limit, close or cancel access to Your account. We will normally give You advance notice of any suspension or cancellation but We may, if it is reasonable to do so (for example, if You have breached this Agreement or We consider it advisable for security reasons), suspend or cancel Your right to use your payment method or Account without any prior notice to You.

We may refuse any particular payment Transaction at any time for any reason and will only be required to make available the fact of the refusal and the reasons for the refusal and how You may resolve the problem, where possible, upon request and provided it is not prohibited by law.

We may request information from You or otherwise update inaccurate information You provided to Us.

We may refuse to provide our Services to You in the future.

We may hold Your funds to the extent and for so long as reasonably needed to protect against the risk of liability.

You acknowledge Your access to the website(s) may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services.

We shall not be liable for any disruption or impairment of the service or for disruptions or impairments of intermediary services on which We rely for the performance of Our obligations, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond Our reasonable control or the control of the intermediary affected.

We shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. We shall not be liable for any losses arising from Our compliance with legal and regulatory requirements.

Nothing in this Agreement shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any

statutory liability that cannot be excluded or amended by agreement between the parties.

Our obligation under this Agreement is limited to providing You with an Account and related payment services and does not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by You.

We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from the underlying commercial transaction between You and a Consumer.

In no event shall We, the other companies in Our corporate group, persons who act on Our behalf, and/or the persons We enter into contracts with be liable for any of the following types of loss or damage arising under or in relation to this Agreement (whether in contract, tort (including, without limitation, negligence) or otherwise:

any loss of profits, goodwill, business, contracts, revenue or anticipated savings even if We are advised of the possibility of such damages, loss of profits, goodwill, business, contracts, revenue or anticipated savings; or any loss or corruption of data; or

any loss or damage whatsoever which does not stem directly from Our breach of this Agreement; or

any loss or damage whatsoever which is in excess of that which was caused as a direct result of Our breach of this Agreement (whether or not you are able to prove such loss or damage).

Nothing in this Agreement shall limit Our liability resulting from Our gross negligence, wilful misconduct, for death or personal injury resulting from either Our, or any of Our third parties or subcontractor`s, that we have entered into contracts with to supply the Service, negligence or to the extent such limitation or exclusion is not permitted by applicable law.

Data protection

6.1. Personal Information

If We collect any personal information from You, We will take all reasonable precautions to keep this information secure. Your personal information will only be used for the purposes of fulfilling Our obligations under this Agreement and will not be disclosed to third parties except to the extent necessary to provide the Service or if We are required to do so by law.

You must ensure that information recorded on Your Account is always accurate and up to date and We shall not be liable for any loss arising out of Your failure to do so. We may ask You at any time to validate the accuracy of Your information or to provide documents or other evidence to support this.

6.2. Privacy and intellectual property

Your Privacy is extremely important to us and We strongly recommend that You read the FINASTER TRANSFER Privacy Policy in order to understand how We collect, store, use and access Your personal data.

Contract

7.1. Language

We are required by law to tell You that the terms of this Agreement are in English and that We will communicate with You at all times in English. You may at any time, during the term of this Agreement, request a copy of this Agreement.

7.2. Termination

The term of this Agreement is for a period of time when You successfully register an Account until this Agreement is terminated.

This agreement is terminated simultaneously with the termination of the Merchant Processing Service agreement concluded between Us and You.

7.3. Entire agreement

You agree that this Agreement is the entire agreement between You and FINASTER TRANSFER and supersedes and terminates any prior agreement.

7.4. Severability

In the event any provision (or part provision) of this Agreement is held by any court or authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of

the Agreement will not be affected.

7.5. Governing Law and Jurisdiction

This Agreement is governed by Canadian law and You agree that any legal case concerning this Agreement will be heard by the courts of Canada.