**Terms and Conditions of Use**

**Connect Finance Canada Ltd. (CFC)**

## Preamble

These Terms and Conditions of Use (“Terms”) govern access to and use of the money transfer services provided by Connect Finance Canada Ltd. through its mobile application and, where applicable, its website (the “Application”).

They constitute a legally binding agreement between CFC and any individual using the Application (the “User” or “you”). By confirming your acceptance of these Terms in the Application, you acknowledge that you have read, understood, and agreed to them.

**Fraud Alert:** You must only send funds to people you know and trust. If you suspect fraud or a scam, immediately contact our customer service and the competent authorities.

## Article 1 – Purpose and Scope

These Terms define the conditions under which CFC provides Users with a money transfer service consisting of executing transfers to a Beneficiary designated by the User. No deposit or payment account is opened in the User’s name with CFC. These Terms apply to all content, functionalities, and services offered through the Application.

## Article 2 – Provider Identity and Supervision

Connect Finance Canada Ltd. (CFC) is a corporation incorporated in Ontario on April 16, 2024, registered under number 1000864844, with its head office located at 689 Roanoke Street, Suite 689, Ottawa, Ontario, K1K 2G3, Canada, and registered as a Money Services Business (MSB) with FINTRAC (Financial Transactions and Reports Analysis Centre of Canada), in accordance with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA).

## Article 3 – Definitions

For the purposes of these Terms and Conditions, the following terms shall have the meanings set out below.

- **Application** : The CFC mobile application and, where applicable, its website.
- **Beneficiary :** the person designated to receive the transferred funds.
- **Card :** a credit or debit card (Visa, Mastercard, etc.) held by the User.
- **Business Day :** Monday to Friday, excluding statutory holidays in Canada and Ontario.
- **Service :** the money transfer service provided by CFC.
- **Payment Order :** the instruction issued by the User to execute a transfer.
- **Transaction :** the transfer of funds initiated through the Application.

- **Payout Agent :** A third party (bank, payment institution, or distribution partner) authorized to release funds to the Beneficiary.

**Article 4 – Contract Formation**

Each Transaction constitutes a separate contract incorporating the version of the Terms in force at the time you confirm the Payment Order in the Application. Before confirmation, the applicable version of the Terms will be displayed and made available to you on a durable medium. Upon request, a copy may be sent to you by email.

**Article 5 – Amendments to the Terms**

We may amend these Terms at any time for legal, regulatory, security, technical, or operational reasons. Amendments take effect for Transactions initiated after their entry into force. You will be duly informed of such changes, including via notification in the Application and, if applicable, by email. It is your responsibility to review the current version before initiating a new Transaction.

**Article 6 – Eligibility and Account Creation**

The Application is reserved for individuals of legal age (at least 18 years old in Ontario). If we have reliable information that an account is held by a minor, we will close it and delete the related data, subject to our statutory record-keeping obligations.

To create a User account, you must provide accurate and up-to-date information, accept these Terms, and complete identity verification procedures required under anti-money laundering and anti-terrorist financing regulations. Holding an account does not obligate you to use the Service, and you may request closure at any time, provided that no Transaction is pending.

**Article 7 – Security and Authentication**

Access to the Application requires the use of personal login credentials, a password, and, where required, strong authentication (e.g., one-time codes). These are strictly personal and confidential. You must take all reasonable steps to preserve their confidentiality and prevent unauthorized use of your account.

In case of loss, theft, misappropriation, or suspicion of unauthorized access, you must notify us without delay and contact your Card issuer. We may take necessary measures to secure access, including temporary suspension of your account. Unjustified delay in notification may result in liability on your part.

**Article 8 – Description of the Service**

The Service enables you, through the Application, to initiate money transfers to a Beneficiary. No payment account is opened in your name at CFC. To use the Service, you must link a Card to your account and authorize a debit corresponding to the transfer amount plus applicable fees.

Execution of a Transaction may require additional steps imposed by your Card issuer, including further authentication or verification.

**Article 9 – Execution of Transactions, Pre-contractual Information, and Cancellation**

Before confirming a Payment Order, the Application will display the debit amount, applicable fees, the exchange rate (if any), and the estimated amount to be received by the Beneficiary, along with a summary.

The Payment Order becomes irrevocable once confirmed in the Application and received by us for execution. Under Canadian consumer protection laws (Ontario Consumer Protection Act), you may cancel an order until it becomes irrevocable.

Transactions are executed as promptly as possible; execution times may vary depending on the destination country, currency, payout method, regulatory controls, or delays from intermediaries. Third parties (banks, payment institutions, payout agents) may intervene and apply their own fees or deductions under applicable law, meaning the Beneficiary may receive an adjusted amount.

**Article 10 – Fees and Exchange Rates**

Using the Service entails the charging of fees, debited from the Card used. The amount of fees and, where applicable, the applied exchange rate, will be communicated before confirmation of the Payment Order. The exchange rate displayed may include a margin. An up-to-date fee schedule is available in the Application.

Third-party fees (banks, correspondents, payout agents) as well as statutory deductions (including taxes) may apply independently of our fees. Telecommunication, data, or SMS costs charged by your operator remain your responsibility.

**Article 11 – Refusals, Limits, and Suspensions**

We may refuse to process a Transaction, limit its amount, request additional documents, or temporarily suspend the Service when required to comply with legal or regulatory obligations, including sanctions laws, anti-money laundering and anti-terrorist financing measures, suspected fraud or offenses, inaccurate or incomplete information, insufficient funds, Card issuer refusal, or exceeding transaction limits.

We may restrict, at our discretion, Transactions to or from certain countries, persons, sectors, or activities deemed high-risk. If we refuse a Transaction, we will inform you by the end of the next Business Day, where permitted by law, and indicate, if possible, how to correct the issue.

**Article 12 – Prohibited Uses**

You agree not to use the Service:

- on behalf of an unidentified third party,

- for unauthorized commercial purposes,
- to circumvent legal or regulatory obligations or sanctions,
- or for illegal activities, including fraud, scams, money laundering, terrorist financing, illegal gambling, drug, weapons, or counterfeit trafficking.

**Article 13 – Networks, Availability, Liability, and Indemnification**

CFC complies with mandatory consumer protection rights under federal and provincial law (including the Ontario Consumer Protection Act).

Access to the Application depends on communication networks and equipment beyond our control. We do not guarantee continuous, error-free availability and may suspend access for maintenance, security, or force majeure reasons.

Electronic transmission of information carries risks of interception, alteration, or unavailability, which you bear, subject to mandatory law. To the extent permitted by law, our liability for proven direct damages resulting from a breach attributable to CFC is limited to correcting the defect at no cost within a reasonable time.

We are not liable for indirect, consequential, or loss-of-profit damages, or for damages resulting from improper use of the Service.

You agree to indemnify us against any claim, cost, or expense (including reasonable legal fees) resulting from your fault, negligence, fraud, violation of these Terms, or unauthorized modification/integration of the Service.

**Article 14 – Personal Data**

CFC acts as the controller of personal information processed in connection with the Service. Data is processed to:

- perform agreed services,
- comply with legal and regulatory obligations (including PCMLTFA and FINTRAC reporting requirements),
- prevent fraud and ensure Application security,
- provide customer support and improve our services.

The collection, use, and disclosure of personal information comply with the Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable provincial laws.You have rights of access, rectification, and withdrawal of consent for optional uses (e.g., marketing). You may exercise these rights by contacting:

**Connect Finance Canada Ltd.**

689 Roanoke Street, Suite 689 Ottawa, Ontario, K1K 2G3, Canada

Email: dp@cnctserv.com

You may also file a complaint with the Office of the Privacy Commissioner of Canada (OPC).

Further details are available in our Privacy Policy at [https://www.cnctserv.com/_files/ugd/7205df_627c27d61c8248e9b838700910cd0824.pdf].

**Article 15 – Intellectual Property**

The Application and all of its content, including but not limited to software, source code and object code, databases, texts, interfaces, graphics, design guidelines, logos, trade names, trademarks, trade dress, distinctive elements, designs, illustrations, drawings, photographs, videos, sounds, music, animations, editorial content, data, as well as their selection, organization, and arrangement (hereinafter the "***Connect Finance Canada Ltd Elements***"), are protected under Canadian and international intellectual property laws and regulations, including copyright, trademark law, patent law, and industrial design law.

These ***Connect Finance Canada Ltd Elements*** are the exclusive property of Connect Finance Canada Ltd or its licensors and partners. Users are granted a personal, non-exclusive, non-transferable, and revocable licence to use the Application and its content strictly for personal and non-commercial purposes, subject to full compliance with these Terms of Use and the preservation of all legal notices.

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**Article 16 – Electronic Communications**

In accordance with Canadian e-commerce legislation, you agree to receive electronically all information related to the Service (pre-contractual information, confirmations, Terms updates, invoices, customer support communications).

You may request a paper copy, subject to reasonable fees.

**Article 17 – Customer Service, Complaints, and Mediation**

For any questions regarding the Service, you may contact us:

- Mail: Connect Finance Canada Ltd., 689 Roanoke Street, Suite 689, Ottawa, Ontario, K1K 2G3, Canada

- Email: support@cnctserv.com
- Phone: +1 (403) 307-7564

We will acknowledge receipt of complaints within 15 Business Days and provide a final response within 35 Business Days, unless exceptional circumstances apply.

If you are a consumer and a dispute remains unresolved after a written complaint for one year, you may refer the matter free of charge to a competent Canadian financial services Ombudsman.

**Article 18 – Term, Suspension, and Termination**

These Terms take effect upon acceptance and remain applicable as long as you use the Application. You may close your account at any time, subject to no pending Transactions and fulfillment of your obligations.

We may suspend or terminate access in case of breach of these Terms, fraud risk, legal obligations, or order of a competent authority, or for security reasons. Notice will be provided where permitted by law.

Termination is subject to statutory retention requirements (e.g., under PCMLTFA, certain data must be kept for at least 5 years).

**Article 19 — Governing Law and Jurisdiction**

These Terms are governed by the laws of Ontario and the applicable federal laws of Canada. Ontario courts have exclusive jurisdiction, subject to mandatory consumer protection rights in the User's province of residence.

**Article 20 – Miscellaneous**

If any provision of these Terms is held invalid, illegal, or unenforceable, the remaining provisions remain applicable. Electronic records retained by CFC are admissible as evidence between the parties.

You may not assign your rights and obligations under these Terms without our prior written consent. We may assign the Terms to any group entity or successor, subject to notice.

The latest version of the Terms is available in the Application.

**Legal Notice**

**Connect Finance Canada Ltd.**

- Ontario Corporation Number: 1000864844
- Incorporated in Ontario on April 16, 2024
- Head office: 689 Roanoke Street, Suite 689, Ottawa, Ontario, K1K 2G3, Canada
- Registered with FINTRAC as a Money Services Business (MSB)
- Contact: support@cnctserv.com | +1 (403) 307-7564