DB PAY LTD — STANDARD TERMS & CONDITIONS (INDIVIDUAL USERS)

British Columbia, Canada | Company No. BC1354413 | FINTRAC MSB No. M22286159

A. INTRODUCTION

1. Who We Are and Who This Applies To

- These Standard Terms & Conditions (the "Terms") govern your use of the services provided by DB Pay LTD ("DB Pay", "we", "us", "our").
- These Terms apply to individual users only. If you are opening or operating a business account or using business features, separate or additional terms may apply.
- DB Pay LTD is incorporated in British Columbia, Canada (No. BC1354413) and registered with the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) as a Money Services Business (MSB), registration number M22286159.

2. Intermediary Model Disclosure — "Middle Company"

- DB Pay operates as an intermediary ("middle company") that connects you with services provided by regulated/licensed financial institutions and service providers. We do not operate as a bank or securities dealer, and we do not take deposits within the meaning of the Bank Act (Canada).
- Where we provide FIAT or CRYPTO services (including wallets), custody, safeguarding, payment processing, card issuing, exchange, or on-/off-ramp functions may be provided by duly regulated partners under their licenses. Their terms and disclosures also apply and may require your acceptance.
- Funds or crypto-assets held with or through partners may be subject to the partner's client asset rules, safeguarding arrangements, and risk disclosures. Balances are not CDIC-insured.

3. Scope of Services (FIAT and CRYPTO)

- FIAT: stored-value wallets, funding, payouts, transfers, card features (where available), and foreign exchange via partners.
- CRYPTO: wallet functionality, on/off-ramp services, and exchange/order routing facilitated via regulated partners. We do not provide investment advice, portfolio management, or any activity requiring registration as a securities firm, unless expressly stated.
- Availability depends on your jurisdiction, KYC/AML checks, and partner requirements; features may vary and can be updated or withdrawn at any time.

4. Acceptance & Changes

- By applying for, accessing, or using the Services, you agree to these Terms and any additional service-specific terms (the “Additional Terms”).
- We may amend these Terms or Additional Terms by notice in-app or by email. Changes take effect on the date indicated; continued use constitutes acceptance.

5. Communications

- We will communicate with you primarily through our apps/portals, push notifications, or email. Keep your contact details current and review statements and alerts.

B. WALLETS, PAYMENT SERVICES & CRYPTO FEATURES

1. Opening and Maintaining an Individual Wallet

- Eligibility, onboarding, and verification (KYC) are required; we may request updates at any time.
- We may reclassify your wallet, adjust limits, or change features to comply with laws or partner policies.

2. Wallet Characteristics and Important Disclaimers

- A DB Pay wallet is a stored-value instrument, not a deposit account; balances are not CDIC-insured.
- Where funds or crypto-assets are held with partners, those holdings are subject to the partner’s terms and risk factors.

3. Funding, Transfers, and Payouts

- Funding methods include bank transfer, card, or other rails supported by us or our partners. Availability of proceeds is when actually received and cleared.
- Transfers and payouts may involve third-party networks and intermediaries; timing is not guaranteed and may be affected by cut-off times, holidays, and compliance checks.
- Cross-border transfers may be executed in a currency chosen by the network/partner and may include FX margins/fees.

4. Crypto — Specific Terms

- Crypto services are provided via regulated partners. Market volatility may cause rapid losses; ensure you understand the risks before transacting.
- DB Pay does not provide investment advice or suitability assessments. You are solely responsible for your decisions and tax obligations.
- Certain crypto assets may be treated as securities or derivatives in some jurisdictions. Availability may be restricted; we may limit tokens/rails or geographies per compliance requirements.

5. No Overdrafts or Credit

- We do not extend credit or overdrafts. Any negative balance must be repaid immediately. We may recover negative amounts by debiting other balances or payment methods on file.

6. Scheduled/Recurring Payments (Where Available)

- You are responsible for maintaining sufficient funds for scheduled debits. We may cancel or skip instructions when funds are insufficient or for compliance/risk reasons.

7. Statements and Notifications

- We provide electronic statements in-app or via email. Notify us of errors or unauthorized transactions within 15 days of statement availability.

C. OPERATIONS, SECURITY & SUPPORT

1. Instructions and Electronic Signatures

- Instructions you submit through our Digital Platforms are binding. We may rely on them even if fraudulent unless we had actual notice of compromise and reasonable time to act.
- We may delay, refuse, or request additional information where there are concerns over validity, fraud, AML/sanctions, or regulatory requirements.

2. Security Measures

- Keep your credentials confidential; enable multi-factor authentication where offered.
- Maintain secure devices and reasonable internal controls. Notify us immediately of suspected compromise or unauthorized activity.

3. Software & APIs (Consumer Access)

- We grant a limited, non-exclusive, non-transferable license to use our apps/portals solely to access the Services. Reverse engineering or misuse is prohibited.

4. Disputes & Complaints

- Report unauthorized or unusual activity immediately and no later than 15 days after it appears on a statement.
- Use the in-app/website complaints process; we will acknowledge, investigate, and respond per our policy and applicable law.

D. REGULATORY & LEGAL

1. AML/ATF, Sanctions, and Compliance Holds

- We comply with the PCMLTFA and applicable sanctions regimes (including under the United Nations Act, SEMA, and JVCFOA).
- We may hold, block, or freeze transactions or your wallet, and request information/documents to satisfy AML/ATF or sanctions obligations. We are not liable for resulting losses where we act lawfully.

2. Data Protection & Confidentiality

- We collect, use, and disclose Personal Information per our Privacy Policy, PIPEDA, and where applicable BC PIPA.
- We may disclose information to FINTRAC, law enforcement, regulators, payment partners, banks, card networks, and service providers as permitted or required by law.

3. Intermediary Model and Partner Terms

- Some services are provided by our regulated partners. You may be required to accept their terms; those terms govern the partner-provided portion of the service.
- We may receive referral fees or rebates from partners; to the extent permitted by law, we may retain them.

4. Limitation of Liability

- We are not liable for indirect, special, incidental, exemplary, or consequential damages, including lost profits or data.
- We are not responsible for events beyond our control, third-party networks/partners, your security lapses, or incorrect payee details you provide.
- Our aggregate direct liability is limited to fees you paid for the affected service in the 3 months preceding the event, except where prohibited by law or in cases of our fraud or wilful misconduct.

5. Indemnity

- You indemnify us against losses, claims, fines, and costs arising from your breach of these Terms or law, misuse of the Services, inaccurate information, third-party claims, or our lawful AML/sanctions actions.

6. Termination & Closure

- We may suspend or terminate services or close your wallet with notice where reasonable, or immediately if permitted by law (e.g., fraud, sanctions, unlawful use, refusal to provide KYC).
- You may close your wallet with 30 days' notice if no amounts are outstanding. On closure, you must settle all liabilities.

7. Taxes

- You are responsible for your taxes; amounts payable are exclusive of taxes unless stated otherwise. We may withhold or collect taxes where required.

8. Governing Law & Jurisdiction

- These Terms are governed by the laws of British Columbia and the federal laws of Canada applicable therein.
- Subject to mandatory law, the parties submit to the exclusive jurisdiction of the courts of British Columbia, Vancouver Registry.

APPENDIX 1 — DEFINITIONS (Extract)

- “Additional Terms”: Product- or feature-specific terms, including fees and limits.
- “Digital Platforms”: DB Pay’s apps, portals, and APIs.
- “Personal Information”: Information about an identifiable individual as defined by applicable privacy laws.
- “Services”: DB Pay wallet and payment/crypto services and related features for individual users.

APPENDIX 2 — CONSUMER DISCLOSURES

- Not a Bank / No Deposit Insurance: DB Pay is an MSB, not a bank; balances are not CDIC-insured.
- Safeguarding/Custody via Partners: Client funds/crypto may be held with authorized custodians/partners; details may be provided in product-specific terms.
- Language: If translations are provided, the English version controls unless prohibited by law.

ACKNOWLEDGMENT

By opening or using a DB Pay wallet or any Service, you confirm that you are an individual user and that you agree to these Terms and all applicable Additional Terms and partner terms.