



TERMS OF USE / TERMS OF BUSINESS

CEPHEUS PAYMENT CORP

(trading as “Cepheus” and/or “Cepheus Pay”)

Last updated: 10 April 2026

Version: 1.0

IMPORTANT NOTICE

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE WEBSITE, MOBILE APPLICATION, PLATFORM, OR ANY SERVICES MADE AVAILABLE BY THE COMPANY.

BY CLICKING “CREATE ACCOUNT”, “ACCEPT”, “SIGN UP”, OR ANY SIMILAR BUTTON, OR BY ACCESSING OR USING ANY OF THE SERVICES, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICES.

1. WHO WE ARE

1.1. These Terms of Use / Terms of Business (the “Terms”) govern your access to and use of the Website, Mobile Application, platform, and services provided by **CEPHEUS PAYMENT CORP** (“Cepheus Pay”, “Cepheus”, “Company”, “we”, “us”, “our”).

1.2. Cepheus Payment CORP is a company incorporated under the laws of Canada.

1.3. Cepheus Payment CORP is registered as a **Money Services Business** with the Financial Transactions and Reports Analysis Centre of Canada (“FINTRAC”) and is registered as a **Payment Service Provider** with the Bank of Canada under the **Retail Payment Activities Act** (“RPAA”), where applicable to its services. Such registration does not constitute endorsement, certification, or guarantee by any regulator.

1.4. The Company is not a bank and does not accept deposits.

1.5. Contact details for support, notices, and general enquiries are set out on our Website. Our general support email is: support@cepheus-pay.com.

2. DEFINITIONS

In these Terms, unless the context otherwise requires:

“Client” means the legal person (individual or entity) entering into these Terms with the Company and using the Services.

“User” means any individual authorised by the Client to access and use the Services on its behalf.

“Company” means Cepheus Payment CORP, trading as “Cepheus” and/or “Cepheus Pay”.

“User Account” means the technical access environment (including profile and credentials) within the Company’s systems that enables a Client and its authorised Users to access and use the Services. A User Account provides access to records in the Company’s internal ledger and does not itself constitute a bank account, deposit account, or insured account unless expressly stated otherwise.

“Internal Account” means a ledger-based record maintained within the Company’s systems used to track balances, transactions, and allocations. It does not constitute a bank account or deposit account.

“Operating Account” means a bank account or similar account maintained with a financial institution or payment partner and used in connection with the provision, settlement, routing, or operational support of the Services.

“Accounts” means, collectively, any User Account, Internal Account, Operating Account, or any other account or ledger arrangement used in connection with the Services.

“IBAN” means an International Bank Account Number associated with a bank account held with a financial institution.

“Virtual IBAN” means an identifier assigned for routing and reconciliation purposes which does not constitute a separate bank account in the Client’s name.

“Account Issuer” means the entity responsible for providing the underlying account, payment, or stored-value infrastructure, which may be the Company or a third-party partner.

“Correspondent Bank” means a financial institution providing payment, settlement, or routing services to the Company or its partners.

“Intermediary Bank” means any bank involved in the processing or settlement of a payment between sending and receiving institutions.

“Payment Processor” means any third-party provider that processes or facilitates transactions on behalf of the Company.

“Services” means all services provided by the Company, including money transfer, payment processing, currency exchange, onboarding, compliance screening, card-related services, and related services.

“Payout” means any outbound transfer of funds to a third-party beneficiary.

“Top-Up” means the addition of funds to a User Account.

“Application” means any onboarding request, registration, or instruction submitted by the Client.

“Card” means a payment card issued under a card scheme (including Mastercard), which may be a Virtual Card or Plastic Card.

“Virtual Card” means a Card issued in digital form.

“Plastic Card” means a physical Card issued to the Client.

“Card Account” means the account or ledger associated with a Card used for transaction authorisation and settlement, which may be linked to a User Account and does not constitute a separate bank account.

“PAN” means the Primary Account Number associated with a Card.

“Card Issuer” means the regulated financial institution issuing the Card under applicable scheme rules.

“Card Programme Partner” means Cardaq Limited or any other partner involved in the card programme.

“Card Top-Up” means allocation of funds from a User Account to a Card or Card Account.

“Password” means any password, PIN, authentication code, biometric credential, or security element used to access the Services.

“Fees” means all charges, commissions, costs, spreads, and expenses payable by the Client.

“Confidential Information” means information that is confidential by nature or designation.

“Business Day” means a day on which banks in the applicable Canadian province are generally open for business.

“Website” means the Company’s website and related platforms.

“Mobile Application” means any mobile interface used to access the Services.

3. SCOPE AND ACCEPTANCE OF THESE TERMS

3.1. These Terms govern your access to and use of the Services and form a binding agreement between you and the Company.

3.2. These Terms incorporate by reference, where applicable:

- the Privacy Policy;

- the Cookie Policy;
- the AML / KYC Policy;
- the Fees / Tariffs / Pricing Schedule;
- any product-specific terms, onboarding declarations, notices, or disclosures provided to you by the Company.

3.3. In the event of any inconsistency:

- mandatory law and regulatory requirements shall prevail;
- compliance obligations shall prevail over commercial provisions;
- any product-specific terms shall prevail over these Terms solely to the extent of the specific product in question.

3.4. By accessing or using the Services, you confirm that you have legal capacity and authority to enter into these Terms and to bind any entity on whose behalf you act.

4. NATURE OF THE SERVICES

4.1. The Company provides payment processing, money transfer, card-related, currency exchange, and related financial services. The Company is not a bank.

4.2. Unless expressly agreed otherwise in writing, a User Account represents a payment services relationship and does not constitute a deposit account.

4.3. Funds recorded in a User Account:

- do not constitute deposits;
- do not earn interest unless expressly agreed in writing;
- are not insured by the Canada Deposit Insurance Corporation (“CDIC”) unless expressly held as an eligible insured deposit at a CDIC member institution in a manner that qualifies under applicable law. CDIC protection applies to eligible deposits at member institutions, not generally to fintech platform balances as such.

4.4. The Company may maintain arrangements with regulated financial institutions or payment partners to hold, route, settle, or process client funds in accounts designated for operational, settlement, reconciliation, or risk-management purposes. Such arrangements are intended to support segregation, operational control, and orderly processing of funds but do not constitute statutory safeguarding under Canadian law in the same sense as under the UK electronic money regime.

4.5. The Company may provide Services directly or through selected banking, payment, technology, card, or compliance partners.

4.6. Client Funds Acknowledgement

The Client acknowledges and agrees that:

- funds recorded in a User Account are not deposits;
- such funds are not protected by CDIC merely because they are displayed in or associated with the Services;

- the Company may use operational, settlement, and reconciliation arrangements with third-party institutions to process or hold funds;
- such arrangements are intended to support operational control and segregation practices but do not eliminate all risks;
- in the event of insolvency, operational disruption, or default of a financial institution or partner involved in holding, routing, or settling funds, recovery may be delayed or partially impaired to the extent permitted by applicable law.

5. ELIGIBILITY

5.1. To use the Services, you must:

- be at least 18 years old or otherwise of full legal age and capacity in your jurisdiction;
- have full authority to enter into legally binding agreements;
- not be prohibited by applicable law from using the Services;
- satisfy our onboarding, KYC, AML, sanctions, and risk requirements.

5.2. If you act on behalf of a legal entity, you represent and warrant that:

- the legal entity validly exists and is in good standing, where applicable;
- you are duly authorised to represent and bind it;
- all information and documentation supplied is true, complete, up to date, and not misleading.

5.3. We may request proof of age, identity, authority, incorporation, beneficial ownership, source of funds, source of wealth, or any other information we deem necessary.

6. CLIENT CLASSIFICATION

6.1. We may classify Clients into one or more categories, including but not limited to:

- Retail Clients;
- Corporate Clients;
- High-Risk Clients;
- Strategic / Institutional Clients;
- Restricted or Enhanced Review Clients.

6.2. Classification may be based on:

- jurisdiction;
- legal form;
- ownership structure;
- source of funds / source of wealth profile;
- business activity;
- transaction profile;
- sanctions exposure;
- adverse media;
- regulatory considerations;
- any other risk factor identified by us.

6.3. Depending on classification, we may apply different:

- onboarding requirements;
- transaction limits;
- approval thresholds;
- compliance review intensity;
- fee schedules;
- service features;
- document refresh cycles;
- reserve, hold, or restriction measures.

6.4. We may assign, change, or remove a Client classification at any time, with or without notice, where permitted by law.

7. APPLICATION, ONBOARDING, AND VERIFICATION

7.1. In order to access the Services, you may be required to complete an Application and open a User Account.

7.2. You must provide complete, accurate, current, and truthful information at all times.

7.3. We may conduct or arrange:

- identity verification;
- corporate verification;
- beneficial ownership verification;
- sanctions screening;
- politically exposed person screening;
- adverse media screening;
- fraud checks;
- device, IP, and behavioural checks;
- source of funds and source of wealth checks;
- ongoing and periodic monitoring.

7.4. We may use third-party service providers to assist with onboarding, verification, monitoring, screening, fraud prevention, document validation, or security. The use of such providers does not reduce our rights under these Terms or our regulatory responsibilities.

7.5. We may refuse an Application, suspend onboarding, request further information, or close a User Account at any time, without giving reasons except where required by law.

7.6. You must promptly notify us of any change to your:

- name;
- address;
- contact details;
- ownership structure;
- beneficial owners;
- directors, shareholders, or authorised users;
- business activity;

- legal status;
- tax status;
- source of funds;
- any other material circumstance relevant to your use of the Services.

7.7. Incomplete Applications

If an Application is not completed or required information is not provided within a reasonable period determined by the Company, the Company may suspend, reject, or delete the Application without further notice.

7.8. Failure to Provide Updated Information

The Company may request updated information, documents, or verification from the Client at any time in order to comply with applicable law, regulatory obligations, or internal risk policies. If the Client fails to provide such information within the period specified by the Company, the Company may suspend, restrict, or terminate access to the Services.

8. SINGLE USER ACCOUNT RULE

8.1. Unless we agree otherwise in writing, you may not maintain more than one User Account for the same person or entity.

8.2. We may permit, create, or require additional User Accounts for recovery purposes.

8.3. The opening of a new User Account pursuant to an account recovery, remediation, migration, security, or compliance procedure shall not in itself constitute a breach of the single User Account rule.

9. USER ACCOUNT ACCESS LOSS AND RECOVERY

9.1. If you lose access to your User Account, including by reason of lost credentials, lost device, compromised email, lost authentication method, or other security failure, you must notify us without undue delay.

9.2. We do not guarantee restoration of access to the original User Account.

9.3. Where access cannot be restored securely, we may require you to open a new User Account through the standard onboarding and verification flow, including any enhanced due diligence or security procedures that we consider appropriate.

9.4. Following successful verification, we may:

- link the new User Account to the prior User Account;
- conduct reconciliation, compliance, and fraud-prevention reviews;
- transfer all or part of any available balance from the prior User Account to the new User Account;
- close, block, archive, or otherwise restrict the prior User Account.

9.5. We may delay, suspend, restrict, or refuse recovery, access restoration, transfers, or closure where:

- we cannot verify your identity to our satisfaction;
- we suspect fraud, impersonation, account takeover, unauthorised access, or other security risks;
- the matter requires AML, sanctions, fraud, or regulatory review;
- there is a dispute over ownership, authority, or entitlement to funds;
- a third-party bank, payment provider, card issuer, or authority requires restriction.

9.6. We may charge administrative, compliance, investigation, or third-party costs in connection with any account recovery or re-verification process.

10. HOLDING, PROCESSING, AND RECONCILIATION OF FUNDS

10.1. Client funds may be held, processed, settled, or transferred through Operating Accounts, Correspondent Banks, Payment Processors, Card Issuers, or other partners, in accordance with applicable law and the Company's operational model.

10.2. Such accounts may be pooled accounts. Individual client entitlements may be recorded in the Company's internal ledger and associated with each User Account.

10.3. Virtual IBANs may be used for routing, allocation, and reconciliation purposes only and do not of themselves constitute separate client bank accounts.

10.4. The Company's books and records shall, in the absence of manifest error, be considered prima facie evidence of balances, allocations, reconciliations, adjustments, fees, and entitlements.

10.5. Funds processed or held through the Company and its partners do not constitute insured deposits merely by reason of their use in connection with the Services. Where funds are processed through third-party institutions, the applicable terms, protections, priorities, and risks may depend on the structure used and the law governing the relevant institution. CDIC insurance, where available at all, depends on the product, institution, and legal arrangement.

10.6. We may reconcile internal ledger balances, inbound funds, outbound funds, reserves, fees, returns, reversals, recalls, chargebacks, and other adjustments in accordance with our internal procedures and applicable law.

10.7. Temporary discrepancies may arise due to operational cut-off times, intermediary bank processing, returns, settlement cycles, card settlement timing, or reconciliation timing differences. We may make corrective ledger entries where required.

10.8. The Company shall not be liable for losses arising from the failure, insolvency, default, or operational disruption of any financial institution, Operating Account provider, Card Issuer, Payment Processor, or other third-party partner, except where such liability cannot be excluded under applicable law.

11. SERVICES AVAILABLE

11.1. Subject to acceptance, eligibility, availability, and ongoing compliance, the Services may include:

- opening and maintaining User Accounts;
- receiving funds;
- sending funds;
- money remittance;
- foreign exchange / currency conversion;
- payment routing;
- client support and reporting;
- access to card-based payment services through third-party partners;
- other ancillary or related services made available from time to time.

11.2. We may expand, restrict, modify, suspend, or discontinue any Service, product, currency, feature, rail, or corridor at any time.

11.3. Access to specific services, currencies, or jurisdictions may depend on your classification, risk profile, onboarding status, bank partner requirements, card partner requirements, and regulatory constraints.

11.4. The Company provides access to card-based payment services through third-party partners. Cards may be issued under a card scheme, including Mastercard, in cooperation with a Card Issuer and a Card Programme Partner. The Company does not act as the Card Issuer unless expressly stated.

11.5. Use of a Card is subject to:

- applicable card scheme rules;
- the terms and conditions of the Card Issuer;
- any additional terms provided in connection with the card programme.

11.6. To the maximum extent permitted by applicable law, the Company shall not be liable for:

- actions or omissions of the Card Issuer or Card Programme Partner;
- refusal of transactions by merchants or payment systems;
- card network outages, delays, or processing failures;
- disputes arising from card transactions, which are subject to card scheme procedures, including chargebacks.

11.7. Funds used for Card transactions are typically drawn from the Client's Internal Account or a linked balance and do not constitute a separate deposit account held by the Card Issuer in the Client's name unless expressly stated.

12. ACCEPTABLE USE

12.1. You must use the Services only for lawful and authorised purposes.

12.2. You must not use, attempt to use, or permit use of the Services in connection with:

- fraud;
- money laundering;
- terrorist financing;

- sanctions evasion;
- tax evasion;
- bribery or corruption;
- unlawful gambling;
- prohibited goods or services;
- deceptive, misleading, or abusive conduct;
- unauthorised third-party payment processing;
- operation for undisclosed principals;
- activity that exposes us or our partners to unacceptable legal, regulatory, reputational, or operational risk.

12.3. We may refuse, restrict, or terminate Services in relation to specific industries, business models, transaction types, counterparties, jurisdictions, or patterns of activity at our sole discretion.

13. CLIENT RESPONSIBILITIES

13.1. The Client is solely responsible for:

- the accuracy of instructions;
- the legality of transactions;
- the completeness and truthfulness of information and documents submitted;
- maintaining secure control over devices, emails, Cards, and credentials;
- ensuring compliance with laws applicable to the Client.

13.2. The Client is solely responsible for the accuracy of all payment instructions, including beneficiary details. The Company shall not be liable for any loss resulting from incorrect, incomplete, or misleading instructions provided by the Client.

13.3. The Client acknowledges that it has not relied on any representation, statement, or information not expressly set out in these Terms.

13.4. The Client is responsible for complying with all applicable tax, exchange control, sanctions, licensing, consumer, and other laws applicable to its activities and use of the Services.

14. PASSWORDS, SECURITY, AND UNAUTHORISED USE

14.1. The Client must keep all Passwords and security elements confidential and secure.

14.2. The Client is responsible for all access to and use of the Services through its User Account, devices, communication channels, and Cards, except to the extent prohibited by law.

14.3. The Client must notify us immediately if it becomes aware of or suspects:

- unauthorised access;
- loss or compromise of credentials, devices, Cards, or email;
- phishing, social engineering, or fraud;
- suspicious activity relating to a User Account or Card.

14.4. The Company shall be entitled to rely on any instruction, communication, or authentication that reasonably appears to have been authorised by the Client and shall not be liable for executing such instructions in good faith, unless required otherwise by applicable law.

14.5. The Client is responsible for safeguarding Card details, including PAN, CVV, and authentication credentials.

14.6. Loss, theft, or unauthorised use of a Card must be reported immediately.

15. TRANSACTIONS

15.1. We may accept, reject, hold, delay, block, reverse, or refuse any instruction or transaction in whole or in part.

15.2. We may request additional information or documentation before processing any transaction.

15.3. Execution times are indicative only and depend on cut-off times, banking hours, intermediary institutions, card schemes, payment systems, fraud checks, and regulatory or compliance reviews.

15.4. The Company does not guarantee execution within any specific timeframe and shall not be liable for delays outside its control.

15.5. Card transactions are authorised at the time of use but may be settled later. The final amount debited may differ due to currency conversion, merchant adjustments, or card scheme processing rules.

15.6. Once a transaction has been accepted for execution or submitted into a payment, banking, correspondent, or card scheme process, it may become irrevocable and may not be capable of cancellation or recovery.

15.7. Recovery of funds depends on third parties and is not guaranteed.

16. FEES AND CHARGES

16.1. You agree to pay all Fees connected with your use of the Services.

16.2. Standard Fees may be set out in a tariff, schedule, dashboard, quotation, commercial agreement, pricing page, or other notice made available by us.

16.3. In addition to standard Fees, additional charges may apply for non-standard, exceptional, unusual, resource-intensive, high-risk, or third-party-dependent activity.

16.4. Without limitation, such charges may include:

* Fee for refunding unsuccessful payments;

* fee for returning inbound payments;

- * fee for reprocessing rejected or returned payments;
- * SWIFT transfer amendment fee;
- * SWIFT transfer cancellation fee;
- * SWIFT transfer revocation fee;
- * SEPA transfer recall fee;
- * SEPA transfer revocation fee;
- * payment investigation fee;
- * payment trace / tracing fee;
- * data gathering fee relating to a payment;
- * payment recall handling fee;
- * proof of payment / payment confirmation fee, including MT103 or equivalent;
- * beneficiary amendment request fee;
- * intermediary bank query handling fee;
- * handling fee for deductions, short-paid receipts, or intermediary bank claims;
- * exceptional routing or manual repair fee.
- * enhanced due diligence processing fee;
- * source of funds review fee;
- * source of wealth review fee;
- * periodic compliance review fee for high-risk Clients;
- * sanctions screening escalation fee;
- * suspicious activity review fee;
- * remediation fee where files must be re-verified or re-collected;
- * compliance investigation fee;
- * manual review fee for unusual activity;
- * non-compliance fee where information, documents, confirmations, or actions requested by us are not provided within 7 Business Days or such other deadline specified by us;
- * fee for repeated requests caused by incomplete, inconsistent, or unsatisfactory submissions.
- * client-requested User Account closure fee;
- * User Account termination fee where termination arises from a material breach of these Terms, unacceptable conduct, or misconduct;

- * dormant User Account fee;
- * inactive User Account maintenance fee;
- * User Account reactivation fee;
- * manual processing or offline instruction fee;
- * exceptional account maintenance fee;
- * balance confirmation fee;
- * special statement or historical statement production fee;
- * archived data retrieval fee;
- * profile correction fee due to change of beneficial owner(s);
- * profile correction fee due to change in company documents;
- * profile correction fee due to change in corporate structure, directors, shareholders, authorised signatories, or control persons.
- * User Account recovery fee;
- * re-verification fee after loss of access;
- * credential compromise handling fee;
- * fraud review or investigation fee;
- * dispute handling fee;
- * unauthorised use investigation fee;
- * security incident response cost attributable to the Client;
- * internal audit / forensic review fee where triggered by the Client's conduct or User Account activity.

16.5. Unless prohibited by law, you authorise us to deduct Fees from funds recorded in your User Account or from inbound funds received for your benefit.

17. RIGHT OF SET-OFF

17.1. We may, at any time and without prior notice to you, set off any amount you owe to us against any amount standing to the credit of any User Account, reserve, pending settlement, or incoming funds relating to you.

17.2. This right applies to Fees, reversals, recalls, chargebacks, returns, indemnity obligations, legal or regulatory costs, and any other liability you owe to us.

17.3. Where legally permitted, we may exercise set-off across related User Accounts or balances associated with the same Client, beneficial owner, or control structure.

18. REIMBURSEMENT AND INDEMNITY

18.1. If any amount becomes due and payable by the Client to the Company for any reason, the Client shall immediately pay such amount upon demand.

18.2. The Client is fully liable for losses, liabilities, costs, and expenses incurred by us arising from:

- breach of these Terms;
- incorrect or misleading instructions;
- unauthorised or fraudulent use connected with the User Account, Cards, devices, channels, or credentials;
- recalls, reversals, chargebacks, returns, disputes, or beneficiary claims;
- compliance or investigation actions triggered by the Client's conduct or activity.

18.3. The Client agrees to indemnify and hold us, our affiliates, officers, directors, employees, partners, agents, banking partners, card partners, and service providers harmless from and against all losses, liabilities, claims, damages, costs, and expenses arising from or in connection with the Client's use of the Services or breach of these Terms.

19. DORMANT USER ACCOUNTS

19.1. A User Account may be classified as inactive or dormant where no Client-initiated activity has occurred for a period determined by the Company.

19.2. The Company may apply administrative fees to dormant User Accounts in accordance with the applicable fee schedule and permitted by law.

19.3. Where reasonably practicable, the Company will provide prior notice before applying such fees.

19.4. Fees shall not exceed the available funds recorded in the User Account.

20. REGULATORY AND COMPLIANCE OVERRIDE

20.1. Notwithstanding any other provision of these Terms, we may take any action we consider necessary or appropriate to comply with:

- applicable law;
- AML / ATF obligations;
- FINTRAC requirements;
- RPAA requirements;
- Bank of Canada supervisory expectations;
- court orders;
- sanctions requirements;
- bank, processor, card issuer, or payment system requirements;
- our internal compliance and risk frameworks.

20.2. Such actions may include:

- refusing or delaying onboarding;
- requesting additional documents;
- placing funds on hold;
- blocking, rejecting, or reversing transactions;
- freezing, restricting, suspending, or closing a User Account;
- filing reports or making disclosures to regulators, authorities, banks, processors, or card partners.

20.3. Such actions may be taken without prior notice and without liability to the extent permitted by law.

21. JURISDICTIONAL RESTRICTIONS

21.1. The Services are intended only for persons and jurisdictions where they may lawfully be provided.

21.2. The Client is solely responsible for ensuring that its access to and use of the Services is lawful in its jurisdiction.

21.3. We may refuse, suspend, or terminate Services for any jurisdiction, person, business model, or activity at any time.

22. DATA PROTECTION AND PRIVACY

22.1. We process personal data in accordance with our Privacy Policy and applicable data protection laws.

22.2. We may share, transfer, and link Client data, transaction data, and risk assessments across group entities, affiliates, and related service providers for compliance, fraud prevention, risk management, operational efficiency, and service provision, where permitted by law.

22.3. We may also disclose information where required by law, regulation, court order, FINTRAC obligations, Bank of Canada supervisory requirements, sanctions laws, or legitimate requests from financial institution partners involved in the Services.

23. BANKING, PROCESSOR, AND CARD DEPENDENCY

23.1. The Services depend on third-party institutions and infrastructure, including banks, Correspondent Banks, Payment Processors, Card Issuers, Card Programme Partners, card schemes, and other payment systems.

23.2. We are not liable for:

- actions or omissions of such third parties;
- delays, outages, or interruptions caused by them;
- restrictions, freezes, rejections, closures, or investigations imposed by them.

23.3. We may change, replace, suspend, or discontinue any third-party provider, rail, corridor, processor, or partner at any time.

24. LIMITATION OF LIABILITY

24.1. To the maximum extent permitted by law:

- we are not liable for indirect, incidental, consequential, special, exemplary, or punitive damages;
- we are not liable for losses arising from third-party failures, regulatory actions, delays outside our control, market infrastructure failures, or the Client's own error.

24.2. Where liability cannot be excluded but may be limited, our liability shall be limited to the minimum extent permitted by applicable law.

24.3. Nothing in these Terms excludes liability where such exclusion is prohibited by law.

25. COMMUNICATIONS

25.1. We may communicate with you by email, telephone, SMS, in-app notifications, dashboard messages, website notices, support channels, or any other contact channel provided by you.

25.2. You are responsible for maintaining current and functional contact details.

25.3. Notices and communications shall be deemed received when sent, posted, uploaded, or otherwise made available, except where mandatory law provides otherwise.

26. FORCE MAJEURE

26.1. We are not liable for delay, interruption, restriction, error, or failure in performance caused by events beyond our reasonable control, including war, sanctions, government action, cyberattacks, telecom outages, banking or card network failures, labour disputes, pandemics, or natural disasters.

26.2. During such events, we may suspend, restrict, modify, or delay the Services without liability to the extent permitted by law.

27. GOVERNING LAW AND JURISDICTION

27.1. These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by the laws of the Province specified by the Company in its contracting documentation and the federal laws of Canada applicable therein.

27.2. Unless otherwise stated in a product-specific agreement, the courts of the applicable Canadian province and the federal courts of Canada sitting therein shall have exclusive jurisdiction, subject to mandatory law.

28. INTELLECTUAL PROPERTY

28.1. All intellectual property rights in the Website, Mobile Application, branding, systems, interfaces, content, software, text, graphics, designs, and materials are owned by or licensed to us unless otherwise stated.

28.2. You may use the Website and Mobile Application only for lawful use of the Services and in accordance with these Terms.

29. WEBSITE AND INFORMATION DISCLAIMER

29.1. Information made available through the Website, Mobile Application, support channels, or promotional materials is provided for general information only unless expressly stated otherwise.

29.2. We do not guarantee that Website content or general informational materials are always complete, current, or error-free.

30. NO FIDUCIARY RELATIONSHIP

30.1. Nothing in these Terms creates any fiduciary, trustee, advisory, or agency relationship between you and us except to the extent expressly required by law.

30.2. The Company acts solely as a provider of payment and related services.

31. SUSPENSION, RESTRICTION, AND TERMINATION

31.1. We may suspend, restrict, or terminate all or part of the Services or your User Account at any time, with or without notice, where permitted by law.

31.2. This includes circumstances where:

- you breach these Terms;
- we are unable to verify your identity or authority;
- we suspect fraud, financial crime, or other unacceptable risk;
- a regulator, bank, processor, card issuer, or authority so requires;
- your risk profile becomes unacceptable to us or our partners;
- we discontinue a product, service, currency, or jurisdiction.

31.3. Termination or suspension shall not affect:

- accrued rights and liabilities;
- our right to hold funds pending review, recall, chargeback, reconciliation, or resolution;
- your obligation to pay Fees and indemnify us.

32. RELIANCE ON INSTRUCTIONS

32.1. We may rely on any instruction, communication, or authentication that reasonably appears to have been authorised by the Client.

32.2. We shall not be liable for executing such instructions in good faith, even if later alleged to have been unauthorised, except where required otherwise by applicable law.

33. TRANSACTION FINALITY

33.1. Once a payment instruction has been executed or submitted for execution, it may not be cancelled or reversed.

33.2. You acknowledge that:

- payment transactions may become final once processed through payment systems or card schemes;
- recovery of funds depends on third parties and is not guaranteed.

34. NO RELIANCE

34.1. The Client acknowledges that it has not relied on any representation, statement, or information not expressly set out in these Terms or in a written agreement signed by the Company.

35. ASSIGNMENT AND TRANSFER

35.1. We may assign, transfer, novate, subcontract, or otherwise deal with any of our rights, interests, or obligations under these Terms to any affiliate, group company, successor, purchaser, transferee, or service provider.

35.2. You may not assign, transfer, charge, hold on trust, or otherwise deal with any of your rights or obligations under these Terms without our prior written consent.

36. CHANGES TO THESE TERMS

36.1. We may amend, supplement, restate, or replace these Terms from time to time.

36.2. Any such changes may be notified by Website notice, in-app notice, email, or other communication channel.

36.3. Subject to any mandatory legal notice period, the updated Terms will take effect on the date stated in the notice or, if no date is stated, upon publication.

36.4. Your continued use of the Services after the effective date of any change shall constitute acceptance of the revised Terms.

37. WAIVER AND SEVERABILITY

37.1. Any failure or delay by us in exercising any right or remedy shall not constitute a waiver of that or any other right or remedy.

37.2. If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

38. ENTIRE AGREEMENT

38.1. These Terms, together with all documents expressly incorporated by reference, constitute the entire agreement between you and us in relation to the Services, except where superseded by a separate written agreement executed by the Company.

39. REGULATORY STATUS DISCLOSURE

39.1. The Company's regulatory registrations do not constitute a warranty of solvency, performance, or recovery of funds.

39.2. The Client remains responsible for assessing the suitability of the Services for its own purposes.

40. CONTACT INFORMATION

40.1. For feedback, comments, support requests, notices, or complaints, please contact us using the contact details published on the Website.

40.2. General support email: **support@cepheus-pay.com**