

# Terms And Conditions

Last Updated: August 19, 2024

These Terms and Conditions govern your use of the Wefi Platform for storing, exchanging, and transacting with cryptocurrencies and fiat currencies. The Platform is accessible via the website [www.wefi.co](http://www.wefi.co) (together with its subdomains), and/or such other graphical user interfaces, application programming interfaces, mobile applications, or locations as Wefi may prescribe from time to time (hereinafter collectively referred to as the "Platform" or "Wefi").

By utilizing the Platform, you, as the User, acknowledge and agree that services related to fiat funds (such as currency exchange, and funds transfer) and the buying, selling, and/or exchanging of cryptocurrencies for fiat funds and vice versa are provided by different entities depending on your nationality are provided:

**For fiat services by:**

Wefi Payments Limited: A registered money services business (number: M23563590) with the corporate number 2025535572, authorized by the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC), having its registered office at Suite 2700, 225 - 6th, Avenue SW, T2P1N2, Calgary, Alberta, Canada.

**For all other services including cryptocurrency exchange (crypto to crypto), as well as technical services by:**

Wefi Exchange Solutions LLC: A company registered in St Vincent and the Grenadines with the corporate number 3744 LLC 2024 having its registered office at: Euro House, Richmond Hill Road, P.O. Box 2897, Kingstown, St. Vincent and the Grenadines.

## I. Definitions

1.1. For the purposes of these Terms of Use, the following terms shall have the meanings set forth below:

**"Account"** refers to a digital wallet established by WeFi in the User's name, designed for the use of services such as the exchange, remittance, and holding of fiat funds and/or cryptocurrencies. These services are accessible through the Website, mobile applications, and other interfaces as determined by WeFi.

**"Content"** encompasses any form of information or communication, including but not limited to text, audio files, images, pictures, and video, disseminated or made available through the Website.

**"Cryptocurrency"** refers to a form of digital or virtual currency represented by a digitally transferable value or contractual rights, utilizing distributed ledger technology for electronic transfer or trading.

**"Debit card"** refers to a payment card that is linked directly to a user's bank account and allows the cardholder to access funds in their account for purchases, bill payments, and cash withdrawals.

**"Intellectual Property Rights"** include patents, patent applications, designs, trademarks and trade names (whether registered or unregistered), copyrights, and other similar rights. This extends to database rights, technology, know-how, and confidential information, as well as any other intellectual property rights and similar or equivalent rights globally, existing now or in the future. This definition also covers applications, alterations, and amendments to any of the aforementioned rights.

**"Platform"** refers to the online service established on the Website provided by WeFi for cryptocurrency- and fiat-related activities.

**"Services"** refer to the various offerings managed and controlled by WeFi, including those accessible via the Website, and are provided to Users under specific terms and conditions set forth in these Terms of Use.

**"Terms"** refer to these Terms of Use, which constitute the entire agreement between WeFi and the User. This encompasses all future versions that may be updated, modified, or amended as necessary.

**"Trademarks"** are defined as trademarks and service marks, including logos, domain names, and other identifying marks of their respective owners or licensees.

**"User"** denotes any natural person or legal entity that has been accepted by WeFi as a customer and is thus entitled to receive services from WeFi pursuant to the Terms of the current agreement.

**"Virtual Asset" (or "Digital Asset")** refers to encrypted or digital tokens or cryptocurrencies that hold specific values derived from distributed ledger and cryptography technologies, issued and managed in a decentralized manner.

**"Website"** refers to the internet site located at [www.wefi.co](http://www.wefi.co), including all subdomains, subpages, and associated online platforms operated by WeFi.

**"WeFi" or "We"**, the entity that hold the copyright for the Website and are duly registered in Canada. This entity is responsible for the provision and regulation of the Services described herein.

**"You"** signifies the individual or entity accessing the Website as the User. Consequently, the terms "Your" and "Yours" should be interpreted in relation to You.

1.2. Words used in the singular form shall include the plural, and vice versa, as the context may require.

1.3. Expressions such as "including", "among other things", "in particular" and similar phrases that follow general terms shall be interpreted as illustrative and not as limiting the meaning of the preceding terms.

1.4. The headings and subheadings used in these Terms of Use are for convenience only and shall not affect the interpretation of the provisions contained herein.

1.5. Any reference to a statutory provision includes a reference to that provision as amended, extended, or re-enacted from time to time and any subordinate legislation made under it.

1.6. Terms not otherwise defined herein shall be construed in accordance with their generally accepted technical or legal meaning, as applicable.

## **II. Introduction**

2.1. WeFi operates as an intermediary for the following services:

- transactions involving both Cryptocurrencies and fiat currencies, providing Users with secure services for the exchange of their assets. These services encompass the ability to buy, sell and trade various digital assets and fiat currencies within a secure Platform designed to protect User transactions and funds. WeFi ensures that all interactions on the platform adhere to stringent security protocols and comply with applicable financial regulations;

- card processing that enable Users to accept payments via Debit cards. These services include transaction authorization, settlement, and funding.

2.2. WeFi's services are accessible through multiple interfaces, including the official website, mobile applications, and any other interfaces designated by WeFi. By utilizing these services, Users acknowledge the availability of services related to fiat funds, such as currency exchange and funds transfer, buying, selling, and exchanging of cryptocurrencies for fiat funds and vice versa as well as card processing. These operations are facilitated by Wefi Payments Limited, a designated financial service provider working in conjunction with WeFi.

2.3. These Terms of Service, along with any updates or amendments, constitute the entire agreement between you and WeFi, governing the use of the website and associated services. This agreement supersedes all prior agreements, understandings, or representations, whether written or oral, regarding the use of WeFi's services. Users are responsible for regularly reviewing the terms to stay informed of any changes or updates.

2.4. By using WeFi's services, you consent to the use of electronic communication for all agreements, contracts, payments, orders, and other records. This includes the electronic delivery of notices, policies, and other communications from WeFi. You also waive any rights or requirements under applicable laws or regulations that require non-electronic signatures or the retention of non-electronic records. This consent ensures efficient and timely communication between WeFi and its Users.

2.5. You agree to comply with all applicable laws and regulations regarding the use of the website and services, including those related to financial transactions, data privacy, and anti-money laundering. If the use of the Website or services is prohibited in your jurisdiction, you must not use the Website. Access to WeFi's services requires compatible devices and reliable Internet access.

WeFi will undertake commercially reasonable efforts to protect User data and ensure the functionality of the Website. However, absolute security of User information cannot be guaranteed. Users are responsible for maintaining the security of their account credentials and must notify WeFi immediately of any unauthorized access or suspicious activity related to their account. Users should employ strong passwords and enable additional security measures, such as two-factor authentication, to enhance account security.

2.6. WeFi reserves the right to amend these Terms of Service at any time, at its sole discretion. The most current version of the terms will be displayed on the Website, and it is the User's responsibility to review these terms regularly. Continued access to the Website after any changes to the Terms of Service constitutes acceptance of the updated version. Users are encouraged to familiarize themselves with the terms and seek clarification from WeFi's support services if needed.

2.7. Users must ensure that their use of WeFi's services does not violate any local, national, or international laws. This includes compliance with all regulatory requirements related to cryptocurrency transactions, taxation, and reporting obligations. Users should seek independent legal and financial advice to understand their responsibilities and obligations when using WeFi's services.

### **III. Services**

3.1. WeFi enables Users to exchange one cryptocurrency for another using their Account, as per the agreement stipulated. However, the exchange service may not be available at all times. Users should be aware that there may be periods of downtime when the exchange service is restricted or not operational. WeFi may disable access to the exchange services periodically for reasons such as planned maintenance, emergency repairs, seasonal holidays, or other events deemed necessary by WeFi.

3.2. Upon registration of their Account, Users have the option to choose the currency in which their Account will be denominated from a list of supported currencies. In the event that a User conducts a transaction in a currency different from the chosen currency, the transaction will be converted to the Account's chosen currency. This conversion will incur a foreign exchange fee, the details of which will be specified at the time of the transaction.

3.3. A detailed list of WeFi's services, along with relevant terms and conditions, is available on the Website. Users are encouraged to review this information to fully understand the scope and limitations of the services offered by WeFi. The Website serves as the primary Platform for accessing WeFi's services, which are also available through mobile applications and other designated interfaces.

## **IV. Account creation**

4.1. To utilize WeFi's services and create an Account, you must adhere to the following conditions:

- You must be at least 18 years old.
- You must not reside in a country where WeFi's services are restricted. A list of excluded countries can be obtained from WeFi's support team.
- You must follow the instructions on the registration page of the Website and complete all required information.
- You must maintain an active address, phone number, and email address.
- You must pass all required identity and security validation and verification checks, and provide additional documents promptly upon request by WeFi's teams.

4.2. You are allowed to open only one payment Account for each fiat currency and/or Virtual assets, unless explicitly permitted by WeFi in writing. WeFi reserves the right to suspend services, merge or close duplicate Accounts, or terminate the agreement if duplicate Accounts are identified.

4.3. You confirm that You are the sole beneficial owner of the Account. If this is not the case, you must promptly inform WeFi and receive written confirmation before opening such an Account.

## V. WeFi's Rights and Conditions for Refusal, Suspension, or Termination

5.1. WeFi, operating under Wefi Payments Limited, reserves the unequivocal right to refuse the opening of an Account, suspend or terminate an existing Account, or reject transaction requests at its sole discretion. In such instances, WeFi will inform the User of its decision, providing reasons where applicable. The conditions under which WeFi may exercise these rights include, but are not limited to, the following scenarios:

- **Violation of Terms:** If the User violates any of the Terms set forth in this Agreement, WeFi may take immediate action to suspend or close the User's Account or decline transaction requests.
- **Non-Compliance with AML/CTF Regulations:** WeFi will promptly suspend or terminate an Account or decline a transaction if the User fails to comply with anti-money laundering (AML) and counter-terrorism financing (CTF) rules and regulations. This includes but is not limited to non-compliance with verification and reporting requirements under applicable laws.
- **Suspicion of Criminal or Illegal Activities:** If WeFi suspects the User of being involved in money laundering, terrorist financing, or other criminal or illegal activities, such as fraud, it may take necessary actions to suspend or terminate the Account. This includes situations where WeFi suspects the User's funds have been unlawfully obtained or their transfer violates the law.
- **Use of Services for Prohibited Activities:** If WeFi suspects that the User intends to use or is using the services for restricted or prohibited activities, as outlined in these Terms and applicable law, it reserves the right to take appropriate action against the User's Account.
- **Potential Harm to WeFi:** WeFi may suspend or terminate an Account if the User has caused or is likely to cause direct or indirect harm to WeFi, its operations, reputation, or other Users.
- **High-Risk User or Activities:** If the User or their activities belong to a risk level or group to which WeFi does not offer services, WeFi may take necessary actions against the Account. This includes Users involved in high-risk sectors or jurisdictions.

- **Bankruptcy or Insolvency:** Should the User be declared bankrupt or insolvent, WeFi reserves the right to suspend or terminate the Account in compliance with applicable laws and regulations.
- **Suspicion of Fraudulent Conduct:** If WeFi has reasonable grounds to suspect that the User's conduct is fraudulent, it may take immediate action to suspend or terminate the Account.
- **Examination of Source of Funds:** If WeFi becomes aware of circumstances necessitating an examination of the source of the User's funds or assets and verification of their legality, it may take necessary actions to suspend or terminate the Account.
- **Notice of User's Demise:** In the event WeFi receives notice of the User's demise, it may take appropriate actions regarding the User's Account, including suspension or termination, in accordance with applicable laws and regulations.
- **Prohibited Person:** If the User is identified as a Prohibited person, WeFi will take necessary actions to refuse, suspend, or terminate the Account.

5.2. WeFi will strive to communicate its decisions promptly and transparently, providing Users with the reasons for any refusal, suspension, or termination of services. Users will be notified through the contact information provided during registration, and such communication will be deemed effective upon dispatch.

5.3. In certain circumstances, Users may have the right to appeal WeFi's decision to suspend or terminate their Account. Users will be provided with information on how to appeal and the necessary steps to take. WeFi commits to reviewing such appeals thoroughly and impartially.

5.4. **"Prohibited Person"** shall mean any individual or entity that falls within one or more of the following categories, each determined in accordance with the standards and criteria established by the Company at its sole and absolute discretion:

- Any individual or entity that fails to satisfy the Company's know-your-customer (KYC) requirements or anti-money laundering (AML) procedures. These procedures are designed to ensure the Company's compliance with applicable legal and regulatory obligations, and the determination of failure to meet these standards is at the sole discretion of the Company.
- Any person who qualifies as a "U.S. Person" as defined under applicable laws and regulations. This includes, but is not limited to, individuals who are residents or citizens of



the United States, entities organized under the laws of the United States, and any account held for the benefit of a U.S. Person.

- Any person or entity that is organized, located, or resident in jurisdictions subject to comprehensive sanctions or embargoes. This includes, but is not limited to, the Democratic People's Republic of Korea, Islamic Republic of Iran, Republic of Cuba, Syrian Arab Republic, Myanmar, Sevastopol and the Crimea Region of Ukraine, Donetsk People's Republic and Luhansk People's Republic regions of Ukraine, Russia, Belarus, People's Republic of China (Mainland), Federal Democratic Republic of Nepal, People's Democratic Republic of Algeria, Kingdom of Morocco, Nigeria, Plurinational State of Bolivia, and Afghanistan.

- Any individual or entity, including employees or associates of such entities, listed on any of the following:

- The United States Department of Commerce's Denied Persons or Entity List;
- The United States Department of Treasury's Specially Designated Nationals or Blocked Persons List;
- The United States Department of State's Debarred Parties List;
- Any United Nations Security Council Sanctions Lists;
- Any other relevant sanctions lists maintained by any governmental authority.

- Any individual or entity identified as a terrorist organization or included on any relevant lists of terrorist organizations maintained by any governmental authority.

- Any individual or entity that, by participating in the transactions contemplated herein, directly or indirectly violates any applicable law. This includes but is not limited to laws related to anti-money laundering, anti-corruption, anti-bribery, and combating the financing of terrorism.

- Any individual or entity that has been involved in activities related to money laundering or terrorist financing, or that has violated any applicable anti-corruption or anti-bribery statutes. This also includes individuals or entities that have been subject to any investigation or sanction by any governmental authority relating to such activities.

- Any individual who is, or has been, entrusted with a prominent public function (a Politically Exposed Person, or PEP), or any immediate family member or close associate of a PEP, unless such status is disclosed in writing to the Company prior to entering into this Agreement. This definition extends to: i. Individuals who hold or have held significant public roles or functions in any country; ii. Immediate family members, which include spouses,

children, parents, siblings, and spouses' parents; iii. Close associates, defined as persons who are widely and publicly known to maintain a close relationship with the PEP, such as advisors and business partners; iv. Corporations, businesses, or other entities formed by or for the benefit of a PEP or their immediate family members or close associates.

5.3. This comprehensive definition ensures compliance with international standards set forth by the Financial Action Task Force (FATF) and aligns with best market practices to prevent the misuse of financial services for illicit activities. By adhering to these criteria, the Company upholds its commitment to legal and ethical standards in all business transactions.

## **VI. Accessing Your WeFi Account**

6.1. To ensure secure and reliable access to your WeFi account, it is imperative that you, or any users you authorize ("Permitted Users"), utilize appropriate equipment. This includes, but is not limited to, computers, smartphones, or other devices with internet capabilities, alongside a stable internet connection. Access to your WeFi account can be achieved through the WeFi Platform directly or via other prescribed methods of access, such as APIs, as specified by WeFi. You are authorized to access your WeFi account solely or through your Permitted Users. WeFi reserves the right to implement multi-factor authentication and additional security protocols to enhance the security of your account. The use of the WeFi Platform and other access methods is subject to supplementary terms and conditions, which will be communicated to you as necessary.

To comply with best market practices, you and your Permitted Users must also employ robust cybersecurity measures, such as using up-to-date antivirus software, secure passwords, and encrypted communications. Regular audits and reviews of your security protocols should be conducted to ensure ongoing compliance and to address any vulnerabilities promptly.

6.2. You are obligated to ensure that the account registered under your name is not accessed or utilized by unauthorized third parties. For corporate accounts, access must be restricted to Permitted Users, and all activities must be in strict compliance with these Terms. Unauthorized access or usage is strictly prohibited and may result in the suspension or termination of your account. Any breach of this provision may lead to legal action and penalties as deemed appropriate by WeFi.

In addition to the above, you must maintain a comprehensive record of all Permitted Users and their respective access levels. Any changes to the list of Permitted Users must be promptly updated and communicated to WeFi. You are responsible for ensuring that all Permitted Users are adequately trained in security protocols and understand the legal implications of unauthorized access and data breaches.

To further safeguard your account, WeFi recommends the implementation of a robust internal control system within your organization. This includes regular audits, monitoring of account activities, and immediate reporting of any suspicious activities to WeFi. You must also ensure that all access credentials are securely stored and regularly updated to prevent unauthorized access.

WeFi retains the right to audit your compliance with these security requirements and may request evidence of your cybersecurity measures and internal controls. Failure to comply with these requirements may result in additional security measures being imposed by WeFi or, in severe cases, the suspension or termination of your account.

By accessing and using the WeFi Platform, you acknowledge and accept the risks associated with internet-based services and agree to adhere to the highest standards of cybersecurity and account management practices. WeFi's commitment to security is reflected in its continuous efforts to update and enhance security protocols, ensuring that your digital assets and account information remain protected at all times.

## **VII. Account Information and Transaction Records**

7.1. You will have continuous access to your account history via the WeFi Platform. It is your duty to meticulously review your account history. Should you identify any transactions or entries that are unfamiliar or erroneous, you are required to notify WeFi within fourteen (14) calendar days from the date your account history is provided or made available to you. Prompt notification is essential for the accurate rectification of any discrepancies.

In accordance with best market practices, you should maintain your own records of all transactions and regularly reconcile these with the account history provided by WeFi. This proactive approach will facilitate the early detection and rectification of any discrepancies, thereby ensuring the accuracy and integrity of your financial records.

7.2. WeFi reserves the absolute right to rectify any errors in your account history at any time. This authority includes the power to void, cancel, or reverse any transaction that involves or is derived from a manifest error or to amend the details of such transactions to reflect what WeFi reasonably considers to be the accurate or fair details of the transaction.

This provision reflects WeFi's commitment to maintaining accurate and fair transaction records, in line with industry standards. You acknowledge that such rectifications are necessary to ensure the integrity of the Platform and to protect the interests of all Users.

7.3. You acknowledge and agree that, in cases of transactions executed with improper intent or manifest error, WeFi is authorized to:

- Cancel or void such transactions, treating them as if they never occurred; or
- Amend the transaction price(s) to reflect the prevailing market price(s) at the relevant time, as determined by WeFi based on an available fair market pricing source.

This ensures that all transactions on the WeFi Platform are conducted fairly and transparently, protecting Users from the consequences of errors or malicious activities.

7.4. If WeFi cancels a transaction, it will reverse any transfers of digital assets to and from your WeFi account as if the transaction had never occurred. If WeFi amends a transaction, it will confirm the amended transaction details to you through an agreed communication channel and effect the necessary transfers of digital assets to and from your WeFi account to reflect the amended transaction terms.

You are responsible for reviewing and confirming the details of any amended transactions promptly. Failure to do so may result in delays or additional complications in resolving the transaction.

7.5. You acknowledge and agree that you bear sole responsibility for any transactions with third parties entered into in connection with or reliance on any transaction that may be subject to cancellation or amendment by WeFi.

This underscores the importance of conducting thorough due diligence and maintaining accurate records of all third-party transactions to mitigate any potential risks arising from cancellations or amendments.

7.6. WeFi may be obligated to share information about your WeFi account and account history with third parties, including WeFi affiliates, in accordance with these Terms or applicable law. You acknowledge and consent to WeFi's entitlement to disclose such information as necessary to comply with legal obligations, regulatory requirements, or as deemed appropriate by WeFi for the protection and integrity of the Platform and its Users.

7.7. In line with applicable regulations and industry best practices, WeFi may conduct enhanced due diligence on your account and monitor transactions for suspicious activities. This includes but is not limited to, implementing KYC procedures, AML measures, and other compliance checks. You agree to provide all necessary information and documentation as requested by WeFi to facilitate these processes. Failure to comply with such requests may result in restricted access to your account or other legal consequences.

WeFi's commitment to compliance ensures a secure and transparent Platform for all Users. Your cooperation in these processes is essential to maintaining the Platform's integrity and trustworthiness.

7.8. WeFi reserves the unilateral right to suspend or terminate your access to the WeFi Platform and its services if you fail to comply with these Terms or if WeFi suspects any unauthorized or illegal activity. Such actions may be taken without prior notice if deemed necessary to protect the integrity of the Platform, its Users, or to comply with legal requirements.

WeFi's right to take such actions reflects its responsibility to maintain a secure and compliant platform, ensuring that all Users adhere to the highest standards of conduct.

## **VIII. Supported Digital assets and other related matters**

8.1. The scope of services provided by WeFi is strictly limited to the digital assets currently supported by WeFi ("Supported Digital Assets"). The comprehensive and updated list of Supported Digital Assets is publicly available on our official Website. WeFi retains the unilateral right to amend this list at any time, which includes the addition or removal of any Digital Asset. In the event that a Digital Asset is removed or suspended from the list of Supported Digital Assets, WeFi will endeavor to provide reasonable advance notice to you. Consequently, access to such Digital Assets via WeFi Services will be restricted solely to withdrawal purposes. If any Digital Assets that are no longer Supported Digital Assets remain

in your WeFi Account beyond a specified period, WeFi, at its sole discretion, reserves the right to convert such Digital Assets into another type of Digital Asset, such as a stablecoin. Prior to executing such a conversion, WeFi will notify you and provide a reasonable period within which you may withdraw the affected Digital Assets.

In line with best market practices, WeFi ensures transparency and User notification regarding changes in Supported Digital Assets. This policy helps safeguard User investments and provides opportunity for Users to manage their Digital Assets effectively.

8.2. WeFi assumes no liability for any attempts to use your WeFi Account for Digital Assets that are not supported. Similarly, WeFi assumes no responsibility for the conversion of such Digital Assets to another type of Digital Asset as described herein. WeFi also assumes no liability or obligation for unsupported Digital Assets sent to a WeFi Account or for Supported Digital Assets sent to an incompatible Digital Asset wallet address. If you send unsupported Digital Assets to a WeFi Account or Supported Digital Assets to an incompatible Digital Asset wallet address, those Digital Assets will be lost. In certain cases, WeFi may, at its sole discretion, offer you the option to attempt a recovery of the lost Digital Assets. Fees will apply for such recovery attempts, and these fees will be calculated at WeFi's discretion. You will be notified of the applicable fees at or before the time you authorize the recovery attempt. WeFi does not guarantee any recovery amount, and the actual amount recovered may differ from the estimated recovery amount. WeFi does not provide any assurances regarding the authenticity, safety, or security of unsupported Digital Assets. You acknowledge and agree that WeFi is not liable for any loss incurred during the recovery attempt or subsequent use of the recovered Digital Assets.

This policy is in alignment with industry standards and best practices to ensure Users are aware of the risks and responsibilities associated with unsupported Digital Assets, enhancing overall Platform security and reliability.

8.3. In the event of a proposed or actual fork ("Fork") of any Digital Asset, WeFi may temporarily suspend its services related to that Digital Asset while it assesses whether or not to support the Fork. WeFi is under no obligation to support any Fork, regardless of whether the resulting Forked Digital Asset becomes the dominant Digital Asset. Should WeFi decide to support a Fork, it will announce this decision publicly through the Website or by other means deemed appropriate. You acknowledge that WeFi has no control over the creation or

implementation of Forks and cannot guarantee the security, functionality, or supply of any Digital Asset involved in a Fork. You may not be able to trade Forked Digital Assets on the WeFi Platform and could potentially lose any value associated with the relevant Digital Assets.

This policy reflects WeFi's proactive stance in managing Digital Asset Forks, providing transparency and clear communication to Users, which is consistent with best market practices.

8.4. WeFi makes no promises, guarantees, or warranties regarding the outcome of, or support for, potential or proposed Forks, Forked Digital Assets, or Airdrops. WeFi will determine, at its sole discretion, whether to claim, list, or distribute any Airdrop, Forked Digital Asset, or any other Digital Asset. This includes determining the terms and conditions, as well as the eligibility criteria, for any claim, listing, or distribution of any Airdrop or Forked Digital Asset. If you wish to participate in a Fork or Airdrop, you should withdraw the affected Digital Assets to your private wallet well in advance of the potential or proposed event.

This clause ensures that Users are aware of WeFi's discretionary powers regarding Forks and Airdrops, providing clarity and reducing potential User disputes.

8.5. WeFi may support Digital Assets that are purported to be backed by or otherwise tied or pegged in value to another asset, including without limitation, other Digital Assets, fiat currency, or commodities such as silver or gold ("Backed Digital Assets"). Before entering into any transaction involving a Backed Digital Asset, you acknowledge and agree to have read, understood, and accepted all terms, conditions, and associated risks. WeFi will not be obligated to purchase, repurchase, or facilitate the redemption of your Backed Digital Assets under any circumstances. WeFi reserves the right to change, suspend, or discontinue any service related to any Backed Digital Asset at any time and at its sole discretion. WeFi makes no representations about whether any particular Backed Digital Asset will maintain its value against any asset or about the amount or quality of reserves or collateral held by each issuer or any third party in relation to any Backed Digital Asset. By agreeing to these terms, you understand and accept the risks associated with the use and trade of Supported Digital Assets and acknowledge WeFi's limited liability concerning these matters.

This provision aligns with industry standards, ensuring Users are well-informed about the inherent risks of Backed Digital Assets and the limitations of WeFi's liability.

## **IX. Transaction limits**

9.1. In order to ensure compliance with regulatory standards, enhance Platform security, and manage systemic risks, WeFi imposes various transaction limits on your account. These limits are carefully calibrated to balance User convenience with the necessity of maintaining a secure and compliant trading environment. Specific transaction limits may include, but are not limited to:

- The maximum number or volume of transactions that can be executed within your WeFi Account over specified time periods, such as hourly, daily, weekly, or monthly intervals. These limits are designed to prevent excessive or potentially fraudulent activities that could compromise the integrity of the WeFi Platform or violate regulatory mandates.
- The maximum amount or value of fiat currency or Digital Assets that you can transfer into or out of your WeFi Account within defined intervals. These intervals are set to daily, weekly, or monthly periods to control the flow of large transactions that could otherwise pose risks of money laundering or market manipulation.

These transaction limits are transparently communicated to you through your account settings, where they are prominently displayed and regularly updated to reflect current operational and regulatory conditions. WeFi commits to ensuring that these limits are reasonable, non-discriminatory, and reflective of industry best practices.

9.2. WeFi reserves the unilateral right to modify any transaction limits applicable to your account at any time, based on its sole and absolute discretion. Such adjustments are necessary to respond to dynamic regulatory requirements, evolving risk assessments, and operational needs aimed at enhancing the security and functionality of the WeFi Platform. Factors influencing these adjustments may include, but are not limited to:

- Regulatory updates and legal obligations that necessitate stricter controls or enhanced compliance measures.
- Findings from ongoing risk assessments that identify new threats or vulnerabilities requiring mitigation.
- Operational improvements intended to bolster the Platform's resilience against cyber threats, fraud, or systemic inefficiencies.



All modifications to transaction limits will be promptly updated in your WeFi Account settings. Users will receive notifications of significant changes through their registered contact information, including email alerts and in-platform messages. This proactive communication ensures that Users are always informed of their current transaction parameters and can adjust their activities accordingly.

9.3. Users who wish to adjust their transaction limits may submit a formal request to WeFi's support team. These requests will undergo a rigorous evaluation process that considers multiple factors, including the User's transaction history, verification status, and overall risk profile. The decision to approve or deny such requests lies entirely within WeFi's discretion. Approved adjustments may necessitate:

- Enhanced verification procedures designed to confirm the authenticity and integrity of the User's identity and account information. This may involve additional KYC checks or biometric verification.
- Submission of supplementary documentation to satisfy WeFi's comprehensive compliance protocols. This documentation may include financial statements, proof of funds, or other relevant records.
- Adherence to further conditions imposed by WeFi to effectively manage the associated risks of higher transaction limits. These conditions will be communicated to the User during the request evaluation process.

The compliance team at WeFi will ensure that all requests are processed in a manner consistent with regulatory obligations and internal risk management policies. Users will be informed of the outcomes and any additional requirements via their registered contact information.

9.4. WeFi is dedicated to maintaining transparency in all communications related to transaction limits. Users will be promptly informed of any changes via their registered contact information, including email notifications and in-Platform alerts. It is the responsibility of Users to regularly review these communications and stay abreast of the current limits and any modifications thereto. Non-compliance with updated transaction limits may lead to administrative actions, including account restrictions, suspension, or termination, as deemed necessary to protect the WeFi Platform and its User base.

By adhering to these enhanced legal provisions and best practices, WeFi aims to provide a secure, compliant, and User-centric trading environment. This approach not only aligns with industry standards but also fosters trust and reliability among our Users.

## **X. Card Processing**

10.1. Wefi provides card processing services that enable Users to accept payments via Debit cards. These services include transaction authorization, settlement, and funding.

10.2. Fees for card processing services will be charged per transaction as outlined in the information on the Website. These fees may include, but are not limited to, processing fees, chargeback fees, and monthly maintenance fees.

10.3. Transaction amounts, less applicable fees, will be settled into your designated bank account according to the payment schedule specified on the Website.

10.4. If transactions involve currency conversion, additional fees may apply, and the exchange rate will be determined by Wefi processing partners at the time of the transaction.

10.5. You must ensure that all transactions are legitimate and authorized by the cardholder. You are responsible for verifying the identity of your counterparties and the validity of their payment methods.

10.6. You acknowledge and agree that you are responsible for all chargebacks, including any fees or fines associated with them. You must maintain sufficient funds in your account to cover chargebacks and related fees.

10.7. In the event of a data breach involving cardholder data, you must notify us immediately and take all necessary steps to mitigate the breach and comply with applicable laws and card network requirements.

## **XI. Security Responsibilities and Measures**

11.1. As a User of WeFi Services, you bear the primary responsibility to implement comprehensive and effective measures to safeguard your hardware and data from threats such as viruses, malware, and inappropriate materials. This includes installing and regularly updating antivirus software, firewalls, and other security tools. In accordance with Applicable Law, you are also obligated to regularly back up and maintain duplicate copies of any data you store or transmit through WeFi Services. These backups should be stored in secure, separate locations to ensure data integrity and availability in case of a hardware failure or security breach. WeFi disclaims any liability for claims or losses arising from your failure to adhere to these obligations. This includes, but is not limited to, losses caused by data corruption, data loss, or unauthorized access resulting from inadequate security measures on your part.

11.2. You, along with any Permitted Users, must maintain stringent security and control over all Access IDs at all times. Access IDs include Usernames, passwords, two-factor authentication codes, and any other credentials used to access your WeFi account. The following security protocols must be adhered to ensure the protection of your WeFi account and Access IDs:

- **Compliance with Security Procedures:** Adhere to all security mechanisms and procedures prescribed by WeFi without deviation. This includes following prescribed steps for password creation, updating security settings, and enabling multi-factor authentication.
- **Password Security:** Create and maintain a strong, secure password to ensure the security and control of your Access IDs. Passwords should be unique, complex, and changed regularly to mitigate the risk of unauthorized access.
- **Contact Information Maintenance:** Keep the email account and telephone number provided to WeFi current to receive notices or alerts. Accurate contact information ensures timely receipt of important security notifications and alerts.
- **Restricted Remote Access:** Do not allow remote access or share your computer screen while logged into your WeFi account. Remote access can expose your account to unauthorized parties and potential security risks.
- **Confidentiality of Credentials:** Understand that WeFi will never ask for your passwords or two-factor authentication codes. Be vigilant against phishing attempts and other fraudulent activities that seek to obtain your credentials.

- **Logout Protocol:** Ensure to log out from the WeFi platform at the end of each session. Logging out prevents unauthorized access from unattended devices.
- **Email Account and Access ID Security:** Secure your email account and Access IDs against attacks and unauthorized access. Use strong, unique passwords for your email accounts and enable multi-factor authentication. Notify WeFi immediately if you suspect that the security of your email account, or that of a Permitted User, has been compromised or if there has been any unauthorized use.

11.3. You must continuously monitor your account history to swiftly identify and report any unauthorized or suspicious activity in your WeFi account. This includes regularly reviewing transaction logs, account statements, and notification alerts. Early recognition and reporting are crucial to mitigating potential security breaches. You acknowledge that a security breach could lead to unauthorized access by third parties, potentially resulting in the loss or theft of digital assets and/or funds in your WeFi account and associated accounts, including linked bank accounts and credit cards. Timely detection and reporting of suspicious activities can significantly reduce the risk of financial loss and enhance overall account security.

11.4. If you suspect a security breach, you must take the following actions immediately:

- **Immediate Notification:** Notify WeFi immediately using the contact details provided in clause 3.1, and continue to provide accurate and updated information throughout the security breach duration. Prompt notification enables WeFi to take swift action to mitigate potential damages and secure your account.
- **Account Locking:** Immediately lock your WeFi account using the disable account function on the Platform or any other prescribed method. Locking the account prevents further unauthorized access and secures your digital assets.
- **Additional Steps:** Take any additional steps reasonably required by WeFi to mitigate, manage, or report the security breach. This may include providing further information, cooperating with investigations, and following specific instructions from WeFi's security team.

11.5. WeFi reserves the right to request any information and documents deemed necessary to investigate or resolve a suspected security breach. You agree to promptly provide all requested information. This may include transaction logs, communication records, and any

other relevant data. WeFi may also share relevant information with third parties, such as law enforcement agencies or cybersecurity firms, as necessary for the investigation or resolution of the security breach. Cooperation with these investigations is critical to resolving the breach and preventing future incidents.

11.6. WeFi may implement additional security protocols to align with industry best practices. These may include:

- **Enhanced Encryption Standards:** Utilizing advanced encryption methods to protect data transmission and storage.
- **Regular Security Audits:** Conducting periodic audits to identify and rectify potential vulnerabilities.
- **Continuous Monitoring:** Implementing continuous monitoring of the Platform to detect and prevent potential security threats in real time.
- **User Education:** Providing Users with information and training on best security practices and emerging threats.

Users are expected to stay informed about and comply with any new security protocols introduced by WeFi. Regular updates will be provided through official communication channels, and Users must take the necessary actions to integrate these protocols into their security practices. Failure to comply with updated security measures may result in account restrictions, suspension, or termination to protect the Platform and its Users.

By adhering to these enhanced legal provisions and best practices, WeFi aims to provide a secure, compliant, and User-centric trading environment. This approach not only aligns with industry standards but also fosters trust and reliability among our Users.

## **XII. KYC Checks and AML Procedures**

12.1. The User is required to undergo and successfully complete KYC checks as a mandatory prerequisite for participating in any transactions and receiving any Digital Assets. These KYC checks must be completed within a timeframe reasonably determined by WeFi. The User's compliance with these requirements is essential for engaging in the services offered by WeFi.

12.2. WeFi reserves the right, at its sole and absolute discretion, to establish, modify, or amend KYC procedures to ensure compliance with applicable laws, regulations, and internal policies. This may include adjustments to the required documentation, identification processes, and verification standards. WeFi's discretion in modifying these procedures ensures flexibility and responsiveness to regulatory changes.

12.3. WeFi may delegate the facilitation and execution of KYC checks to a third-party service provider. In such cases, the third-party service provider will conduct the KYC checks in accordance with the procedures and requirements stipulated by WeFi. The User agrees to fully cooperate with any such third-party service provider and to promptly provide all necessary information and documentation as requested.

12.4. The User acknowledges and agrees that the successful completion of KYC checks is a mandatory precondition for receiving the Digital Assets and engaging in any transactions contemplated under this Agreement. WeFi shall not be liable for any inability on the part of the User to claim, receive, or utilize the Digital Assets due to the User's failure to complete the KYC checks or comply with the associated requirements and procedures.

12.5. The User further acknowledges that failure to pass the KYC checks may result in the inability to proceed with the transaction or receive the Digital Assets. WeFi shall not be responsible for any losses, damages, or claims arising from such failure, including any adverse effects on the User's investment or transaction expectations.

12.6. If WeFi determines, in its sole and absolute discretion, that the User has failed or is likely to fail to complete the KYC checks in a timely manner, or has not met the requirements established by WeFi, WeFi reserves the right to unilaterally and immediately terminate this Agreement. Such termination shall be effected by providing notice to the User and shall not incur any liability on the part of WeFi.

12.7. WeFi also retains the right to terminate this Agreement if it is discovered that the User has provided false, misleading, or incomplete information during the KYC process. In the event of such termination, the User forfeits any claim to the Digital Assets and may be subject to further legal action if the provision of false information constitutes a violation of applicable laws and regulations.

12.8. In addition to KYC checks, the User agrees to comply with any AML procedures implemented by WeFi. These procedures are designed to prevent, detect, and report potential money laundering activities and to comply with relevant legal and regulatory requirements. WeFi may require the User to provide additional information and documentation as part of its ongoing AML compliance efforts.

12.9. The User agrees to promptly provide any requested information and to fully cooperate with WeFi's AML procedures. Failure to comply with AML requirements may result in the suspension or termination of the User's account, the forfeiture of the Digital Assets, and the reporting of suspicious activities to relevant authorities.

12.10. The User's obligation to comply with KYC and AML requirements is ongoing and extends beyond the initial verification process. The User agrees to notify WeFi of any changes in the information provided during the KYC process and to update such information as necessary to ensure its accuracy and completeness.

12.11. WeFi reserves the right to conduct periodic reviews and re-verification of the User's information to ensure continued compliance with KYC and AML requirements. The User acknowledges that failure to provide updated information or to comply with re-verification requests may result in the suspension or termination of their account and the forfeiture of any associated tokens.

12.12. Users must promptly inform WeFi of any material changes to the information previously provided during the KYC process. This includes, but is not limited to, changes in address, contact information, or any other relevant personal data.

12.13. WeFi may cooperate with relevant regulatory and law enforcement authorities in conducting investigations and compliance checks as required by applicable laws. The User consents to the disclosure of their information to such authorities where necessary.

12.14. All personal and financial information provided by the User will be handled in accordance with WeFi's data protection policies and applicable data protection laws. Users' information will be securely stored and processed to ensure compliance with privacy regulations.

12.15. WeFi will maintain transparency in its KYC and AML procedures by providing Users with clear guidelines and requirements. Users will receive timely updates regarding any changes to these procedures.

12.16. WeFi will provide adequate support to Users throughout the KYC and AML verification process. Dedicated support channels will be available to address any queries or issues Users may encounter.

12.17. WeFi will implement robust risk management and due diligence measures to identify and mitigate potential risks associated with money laundering and terrorist financing. This includes regular monitoring and assessment of User activities.

By incorporating these enhanced details and adhering to best market practices, WeFi aims to provide a secure, transparent, and compliant environment for its Users, ensuring the integrity and reliability of its services.

### **XIII. Miscellaneous**

13.1. These Terms, as well as your relationship with WeFi hereunder, shall be governed by and construed in accordance with the laws of St. Vincent and the Grenadines, without regard to its conflict of laws provisions. You and WeFi agree that the courts of St. Vincent and the Grenadines shall have exclusive jurisdiction over any dispute arising out of these Terms of Use. Notwithstanding the foregoing, you agree that WeFi may seek injunctive relief (or an equivalent type of emergency relief) in any jurisdiction.

13.2. WeFi ensures that all personal information of the User is held in compliance with the data privacy and security provisions of applicable law. The User acknowledges and agrees that WeFi reserves the right to access and disclose personal data related to the User to comply with all applicable laws and lawful requests from government and/or other regulatory authorities, and/or to protect WeFi, its Users, and other individuals. The User acknowledges and agrees that WeFi reserves the right to disclose personal data to third parties if WeFi has reasonable grounds to believe that the User's use of the Account violates these Terms and conditions or if WeFi is otherwise required or needs to disclose such information to any relevant authority.



13.3. Website may include links to third-party websites. WeFi does not oversee the content of these websites, does not endorse them, and cannot be held liable for the content, product offerings, or availability of these linked websites.

13.4. When entering into the agreement, the parties agree on the method of payment for WeFi's fee. The fee may be included in the amounts charged to the User. Any changes to government-imposed taxes and/or duties are always passed on to the User. WeFi reserves the right to adjust rates if, after entering into the agreement, the costs of essential materials or services significantly increase. This also applies to any other charges affecting WeFi's costs. Fees include any fees, rates, and charges imposed by WeFi for its services. WeFi reserves the right to introduce new services and, therefore, new charges that the User is obligated to pay in accordance with these Terms. The User is responsible for paying taxes or costs that apply to payments not collected by WeFi. In such cases, the User must promptly pay the taxes or costs.

#### **XIV. Disclaimer of Warranties**

14.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU.

14.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MATERIALS, PRODUCTS, AND ANY SERVICES OFFERED OR RENDERED ON THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WEFI HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

14.3. YOU AGREE TO USE THE WEBSITE AND ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA AS A RESULT OF SUCH USE.

14.4. WEFI FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY.

14.5. YOU UNDERSTAND THAT THE WEBSITE MAY NOT BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM HARMFUL COMPONENTS, AND WEFI DOES NOT WARRANT THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. WEFI ALSO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS, PRODUCTS, OR SERVICES OFFERED THROUGH THE WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

## **XV.      Limitation of Liability**

15.1. IN STRICT COMPLIANCE WITH APPLICABLE LAWS, WEFI SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE WEBSITE. THIS EXCLUSION APPLIES REGARDLESS OF THE CAUSE OF SUCH DAMAGES AND EVEN IF WEFI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, THIS LIMITATION OF LIABILITY APPLIES TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

15.2. NON-FINANCIAL ADVISORY ROLE WEFI EXPLICITLY STATES THAT IT DOES NOT OPERATE AS A REGISTERED INVESTMENT ADVISOR, BROKER/DEALER, FINANCIAL ANALYST, FINANCIAL BANK, SECURITIES

BROKER, OR FINANCIAL PLANNER. WEFI FUNCTIONS SOLELY AS A TECHNOLOGY PROVIDER FACILITATING THE EXCHANGE OF INFORMATION OVER THE INTERNET. ALL CONTENT AVAILABLE ON THE WEBSITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO SERVE AS FINANCIAL ADVICE OR ANY OTHER FORM OF PROFESSIONAL ADVICE. THE INFORMATION PRESENTED IS GENERAL IN NATURE AND NOT TAILORED TO YOUR SPECIFIC PERSONAL OR FINANCIAL CIRCUMSTANCES.

BEFORE ACTING ON ANY INFORMATION PROVIDED BY WEFI, IT IS STRONGLY RECOMMENDED THAT YOU CONSULT WITH A QUALIFIED AND REGISTERED SECURITIES PROFESSIONAL AND CONDUCT COMPREHENSIVE DUE DILIGENCE. NONE OF THE INFORMATION ON THE WEBSITE SHOULD BE CONSTRUED AS INVESTMENT ADVICE, AN OFFER, OR A SOLICITATION TO BUY OR SELL SECURITIES, NOR AS A RECOMMENDATION, ENDORSEMENT, OR SPONSORSHIP OF ANY SECURITY, COMPANY, OR FUND.

WEFI ASSUMES NO RESPONSIBILITY FOR ANY INVESTMENT DECISIONS MADE BY YOU. YOU ARE SOLELY RESPONSIBLE FOR PERFORMING YOUR OWN RESEARCH AND MAKING INDEPENDENT DECISIONS REGARDING INVESTMENTS. WEFI DISCLAIMS ANY LIABILITY FOR ANY FINANCIAL LOSSES OR DAMAGES INCURRED AS A RESULT OF YOUR RELIANCE ON THE INFORMATION PROVIDED ON THE WEBSITE.