

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS (THE “TERMS”) CAREFULLY. BY PURCHASING OR SELLING ANY CRYPTOCURRENCY VIA ANY OF OUR CRYPTOCURRENCY POINT OF SALE SYSTEMS (THE “POS SYSTEMS”) OR ACCESSING SELECTCOIN.IO (THE “WEBSITE”), YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS, THEN YOU MAY NOT ACCESS THE WEBSITE OR PURCHASE OR SELL ANY CRYPTOCURRENCY VIA ANY POS SYSTEM.

We reserve the right to change or modify these Terms at any time and in Our sole discretion. The amended Terms will be effective immediately upon Your use of the Website or any POS System on which the amended Terms are posted, and will apply to all purchase and sale transactions occurring thereafter. We encourage you to review these Terms each time You make a purchase or sale to ensure that You understand the terms and conditions that apply to Your transactions on one of Our POS Systems.

Throughout the Terms, the words “We”, “Us” and “Our” refer to Fintech Select Ltd. and the words “You” and “Your” refer to you. We and You are sometimes collectively referred to as the “Parties”.

1. Services

1.1 We allow You to purchase and sell cryptocurrency through the POS Systems at various locations with a Selectcoin Swipe Card (the “**Swipe Card**”) by registering Your Swipe Card and linking it to Your digital wallet on the Website (the “**Services**”).

2. Eligibility

2.1 By agreeing to the Terms, You represent that:

- (a) You are at least the age of majority in Your province of residence, or that You are the age of majority in Your province of residence and You have given Us Your consent to allow any of Your minor dependents to use this Website.
- (b) You have not previously been suspended or removed from using Our Services.
- (c) You have full power and authority to enter into these Terms and in doing so will not violate any other agreement to which You are a party.
- (d) You are a Canadian citizen or permanent resident, and are residing in Canada at the time You are using the Services.

2.2 If You are agreeing to the Terms on behalf of a corporate entity, You represent and warrant that (i) such corporate entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) You have the legal authority to bind such corporate entity to the Terms, in which case the words "You" or "Your" shall refer to such corporate entity. You further agree to be bound by the Terms for transactions entered into by You, anyone acting as Your agent and anyone who uses Your account for the Services, whether or not authorized by You.

3. Registration and User Account

3.1 To use the Services, You must create an account on the Website by registering:

- (a) Your Swipe Card, which may be purchased at various retail stores.
- (b) Your digital wallet, which may be existing or may be created through any third-party wallet providers, including those linked on the Website by following the links. Through the registration process, Your digital wallet will be inked to Your Swipe Card.

3.2 You will receive an account designation, along with its associated user ID and password, upon registration of Your digital wallet and a Swipe Card. You are responsible for maintaining the confidentiality of Your user ID and password, and You are fully responsible for all activities that occur under Your account. You agree to immediately notify Us of any unauthorized use of Your account or any other breach of security and to ensure that You exit from Your account at the end of each session. We will not be liable for any loss or damage arising from Your failure to comply with this Section.

3.3 Once Your account is set up, You can purchase or sell cryptocurrency at any of the POS Systems with the Swipe Card registered to Your account. You must maintain Your Swipe Card safely at all times. You hereby acknowledge and agree that We are not liable for losses, damages or claims resulting from misplacement of the Swipe Card.

4. Purchase and Sale Orders

4.1 *Order Information.* You must provide all information requested by Us through the POS System in connection with any order for the purchase or sale of cryptocurrencies (each, an “**Order**”), including: (a) for purchase Orders, the amount of dollars You intend to spend in connection with the purchase and Your Swipe Card and (b) for sales Orders, the amount of cryptocurrency You intend to sell and Your Swipe Card. You are solely responsible for the accuracy of any Order information You submit via a POS System.

4.2 *Offer Terms.* When You place an Order for the purchase or sale of cryptocurrency at a POS System, You will be shown the terms and conditions for purchase or sale of the cryptocurrency (the “**Offer Terms**”), which will include the exchange rate for the cryptocurrency as at the time the Order is placed.

4.3 *Order Completion.* In order to complete your Order, You must satisfy any terms and conditions stated in the Offer Terms, including without limitation, by fulfilling the requirements outlined below.

- (a) **Purchase Order Completion.** To complete Your purchase Order in accordance with the applicable Offer Terms, You must make payment either in cash or debit, whereupon We will credit You the amount of cryptocurrency calculated by the exchange rate as at the time of the completion of the Order to Your digital wallet linked to Your Swipe Card registered on the Website.
- (b) **Sale Order Completion.** To complete Your sale Order in accordance with the applicable Offer Terms, You can use the POS System to sell the cryptocurrency in Your digital wallet linked to Your Swipe Card registered on the Website, whereupon the POS System will credit Your credit card in the amount of dollars calculated by the exchange rate as at the time of the completion of the Order.

4.4 *Receipts.* Upon completion of a purchase or sale transaction, the POS System will print Your receipt.

4.5 *Estimated Delivery.* For both purchase and sale transactions, We will endeavor to complete Your Order within a reasonable timeframe, but cannot guarantee any specific timeframe. In rare circumstances, the exchange rate as at the time an Order is placed and the time an Order is completed may differ due to, among other things, systematic delays caused by factors beyond Our control.

4.6 *Funds Sources Accepted.* POS retailers will only accept cash or debit.

4.7 *Conditions and Restrictions.* We may, at any time and in Our sole discretion, refuse or reject any Order, impose limits on the Order amount permitted, or impose other conditions or restrictions upon Your Order without prior notice. For instance, We may refuse to execute Your Order if You are a resident of a province where We do not engage in purchase or sale transactions, or We may refuse to execute Your Order if the amount of the Order exceeds certain daily limits which We may impose from time to time.

4.8 *Taxes.* It is Your responsibility to determine what, if any, transactions You complete using the Services, and any profit or loss You obtain therefrom. You are responsible for any sales, use, value-added, or similar transfer taxes that are imposed in connection with the Services. We reserve the right to collect or recover such taxes from You at any time when required or permitted by law.

5. User Acknowledgments and Representations

5.1 By using any part of the Website or the Services, You agree and acknowledge that:

- (a) We may impose certain limits on the transactions You can process at any given time, in order to protect Our users.
- (b) Cryptocurrencies are not currently considered legal currency, assets or property at law.
- (c) We are not a bank, credit union, trust, or any other kind of financial institution. We are not a deposit taking institution and do not accept deposits from users. We merely provide a platform through which users can register their digital wallets and Swipe Cards and purchase digital currencies through Our POS Systems.
- (d) We will use reasonable endeavours to verify the accuracy of any information on the Website and POS Systems but We make no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the contents of the Website and POS Systems, information and functions made accessible through the Website and POS Systems or the security associated with the transmission of information through the Website and POS Systems.
- (e) We do not set the exchange rate or purchase price for cryptocurrencies. We use third-party exchanges to determine price quotes for cryptocurrencies. Rates are determined by many factors, including but not limited to market demand, and You acknowledge that prices for cryptocurrencies fluctuate on a daily basis.
- (f) The Website or Services may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. We may periodically add or update the information and materials on this Website without notice.

5.2 *Third-party Links.* Certain content, products and services available via Our Service may include materials from third-parties. Third-party links on this Website may direct You to third-party websites that are not affiliated with Us. You hereby acknowledge and agree that We are not responsible for examining or evaluating the content of the third-party websites. Any third-party websites or services accessed from the Website are subject to the

terms and conditions of those websites and/or services and You are responsible for determining those terms and conditions and complying with them. The presence on the Website of a link to any third-party websites does not imply that We endorse or accept any responsibility for the content or use of such websites, and You hereby release Us from all liability and damages that may arise from Your use of such websites or receipt of services from any such websites.

5.3 *No Refunds.* You hereby understand and agree that when transaction completes through a POS System, the transaction is final and non-refundable.

5.4 *Representations.* You hereby represent that funds used in connection with the Services do not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “**PCMLTFA**”) and You acknowledge that We may in the future be required by law to disclose Your information in Our database on a confidential basis, pursuant to the PCMLTFA. To the best of Your knowledge (a) none of the funds to be provided by You: (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to You; and (b) if You discover that any of such representations ceases to be true, You shall promptly notify Us and provide Us with appropriate information in connection therewith.

6. Assumption of Risk and Disclaimer

6.1 YOUR USE OF THE WEBSITE AND THE SERVICES IS AT YOUR SOLE RISK. THE WEBSITE, SERVICES AND ALL MATERIALS PROVIDED THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH YOUR USE OF OUR SERVICES IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM DOWNLOADING OR USING ANY SUCH MATERIAL. WE MAKE NO WARRANTIES ABOUT THE PRICE OR AVAILABILITY OF ANY CRYPTOCURRENCY.

6.2 The purchase and sale of any cryptocurrency is inherently risky. Cryptocurrencies are subject to constant price fluctuations and trading in cryptocurrencies may result in partial or complete loss of funds. In using the Services, You agree to assume all risks associated with the purchase, sale, trade or exchange of cryptocurrencies and You will not hold Us liable for the loss of any funds, either fiat or digital, incurred as a result of using the Services.

6.3 You accept and acknowledge that there are risks associated with utilizing a cryptocurrency wallet service including, but not limited to, the risk of failure of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within Your digital wallet. You accept and acknowledge that We will not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the Services, however caused.

6.4 You accept and acknowledge that there are risks associated with utilizing any cryptocurrency network, including, but not limited to, the risk of unknown vulnerabilities in or unanticipated changes to the network protocol. You acknowledge and accept that We have no control over any cryptocurrency network and will not be responsible for any harm occurring as a result of such risks.

6.5 We will take no responsibility for and will not be liable to You for any use of Our Services, including but not limited to any losses, damages or claims arising from: (a) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped wallet addresses; (b) loss of Your cryptocurrency due to unauthorized completion of an Order by a third party, including but not limited to unauthorized completion resulting from Your leaving a POS System unattended while completing a transaction; (c) any unauthorized access to the Services via Your computer or mobile devices; (d) server failure or data loss; (e) corrupted wallet files; (f) unauthorized access to applications; (g) any unauthorized third party activities, including without limitation the use of viruses, phishing, brute forcing or other means of attack against the Website or Services.

6.6 We make no warranty that the Website or the server that makes it available are free of viruses or errors, that it will be uninterrupted, or that defects will be corrected. We will not be responsible or liable to You for any loss of any kind from action taken, or taken in reliance, on material or information contained on the Website.

6.7 Transfers of cryptocurrencies are irreversible and there is no recourse against anyone for the wrongful transfer of cryptocurrencies to an inactive or invalid wallet address, which may be registered on this Website. There is currently no method to retrieve cryptocurrencies from an inadvertent recipient, an inactive wallet address or an invalid address, which may result in the cryptocurrencies being lost forever. You hereby acknowledge and agree that You solely bear the expense and risk of transfer, ownership and safekeeping of cryptocurrencies and that We are not responsible for errant registration of digital wallet addresses or transfers due to typographical, computer or human error.

6.8 Exchange rates of cryptocurrencies quoted in the Offer Terms are subject to volatility and market fluctuations and, therefore, may change without notice. All quotes are indicative only, are current as at the time provided or displayed, and are provided for information purposes only.

6.9 We reserve the right at any time to modify or discontinue the Website or the Services (or any part or content thereof) without notice. We shall not be liable to You or to any third-party for any modification, price change, suspension or discontinuance of the Website or the Services.

7. Service Fee

7.1 In consideration for providing the Services, You agree to pay Us the fees for transactions completed via Our POS Systems (the “**Service Fees**”) as provided in Section 4. We charge a percentage-based Fee per each transaction. The amount of the Service Fee may vary depending on a number of factors.

8. Acceptable Use

8.1 You agree that You will not commit any unlawful act while using the Services, and that You are solely responsible for Your conduct while using the Services. Without limiting the generality of the foregoing, You agree that You will not:

- (a) Provide false, inaccurate or misleading information.
- (b) Use the Website and/or Services in violation of the Terms, including in violation of the eligibility requirement in Section 2.
- (c) Introduce to the Website and/or POS Systems any viruses, Trojan horses, worms, logic bombs or other harmful materials.
- (d) Use the Website and/or Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Website and/or Services, or that could

damage, disable, overburden or impair the functioning of the Website and/or Services in any manner, including but not limited to any physical damage or defacement of the POS Systems.

- (e) Interfere with or disrupt the Website and/or Services or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures.
- (f) Use the Services to pay for, support, or otherwise engage in any illegal activities, including, but not limited to illegal gambling; illegally acquired music, movies or other content; sexually-oriented materials or services; fraud; money-laundering; terrorist financing; or the purchase or sale of illegal or controlled substances.
- (g) Use or register or attempt to use or register another user's digital wallet without authorization.
- (h) Use any hardware or software to bypass, disable or interfere with the Services.
- (i) Intentionally or unintentionally violate any applicable local, provincial, national or international law or regulation.
- (j) Encourage or induce any third party to engage in any of the activities prohibited under this Section.

9. Intellectual Property Rights

9.1 The Website and any ancillary software used in connection with the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You acknowledge and agree that content contained in or information presented to You through the Website or the Services which are either Ours or licensed to Us by third parties is protected by copyrights, trademarks, patents or other proprietary rights and laws. Except as expressly authorized by Us in writing, You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the software used in connection with the Website or the Services in whole or in part.

9.2 The content on the Website is protected by various copyright laws. You agree not to reproduce, republish or redistribute any content, including, but not limited to, caching, framing and similar means, without express written permission of the copyright owner.

10. Limitation of Liability

10.1 IN USING OUR SERVICES YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE WEBSITE OR THE SERVICES; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; (IV) ERRORS, MISTAKES, OR INACCURACIES IN THE MATERIALS ON THE WEBSITE OR THE SERVICES; (V) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES, ANY BUGS, VIRUSES, TROJAN HORSES, OR ANY OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN

TRANSMITTED TO OR THROUGH THE WEBSITE; (VI) CHANGES TO THE SERVICES OR AVAILABILITY OF CRYPTOCURRENCIES, INCLUDING, BUT NOT LIMITED TO, REGULATORY INTERVENTION BY A THIRD PARTY IN THE OPERATION OF THE WEBSITE AND SERVICES; (VII) THE UNDERLYING VALUE OF ANY CRYPTOCURRENCIES; (VIII) LOST PROFITS, LOSS OF USE, LOSS OF DATA, FINES, FEES, OR PENALTIES; (IX) MATTERS SPECIFICALLY DISCLAIMED IN SECTION 6 OF THE TERMS; OR (X) ANY OTHER MATTER RELATING TO THE WEBSITE OR THE SERVICES.

10.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THE TERMS, WEBSITE OR SERVICES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) WILL AT ALL TIMES BE LIMITED TO THE FEES PAID TO US IN THE PRIOR THREE MONTHS (IF ANY).

11. Indemnification

11.1 YOU SHALL INDEMNIFY AND HOLD US AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE LAWYERS' FEES), INCURRED IN CONNECTION WITH YOUR USE OF THE WEBSITE OR SERVICES, AND ANY VIOLATION BY YOU OF THE TERMS OR ANY RIGHTS OF ANOTHER.

12. Termination

12.1 We may, under certain circumstances and without prior notice, immediately terminate Your ability to access the Website, Services or portions thereof.

12.2 You acknowledge and agree that all terminations may be made by Us in Our sole discretion and that We shall not be liable to You or any third-party for any termination of Your access to the Website or the Services. Any termination of the Terms by Us shall be in addition to any and all other rights and remedies that We may have.

13. General

13.1 *Entire Agreement.* The Terms constitute the entire agreement between the Parties with respect to the matters dealt with herein and supersede all previous agreements, arrangements, statements, understandings or transactions between the Parties in relation to the matters hereof and the Parties acknowledge that no claim shall arise in respect of any agreement, arrangements, statements, undertakings or transactions so superseded.

13.2 *Jurisdiction.* Any matter arising out of or relating to the Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any action or proceeding arising out of or relating to the Terms or the transactions contemplated hereby will be instituted in the courts of the province of Ontario, and each of the Parties hereto hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

13.3 *Severability.* Each Section of the Terms is a separate and distinct covenant and is severable from all other separate and distinct covenants. If any covenant or provision herein contained is determined to be void or unenforceable in whole or in part, it shall be deemed severed from the Terms and such determination will not impair or affect the validity or enforceability of any other covenant or provision contained in the Terms. The remaining provisions of the Terms will be valid, enforceable and remain in full force and effect.

13.4 *Enurement.* The Terms will enure to the benefit of, and be binding upon, the respective successors and permitted assigns of the Parties.

13.5 *Non Waiver.* Our failure to enforce any provision of the Terms will in no way be construed to be a present or future waiver of such provision, nor in any way affect Our right to enforce each and every such provision thereafter. The express waiver by Us of any provision, condition or requirement of the Terms will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

13.6 *Arbitration.* Any dispute arising hereunder will be resolved through confidential binding arbitration conducted in Toronto, Ontario, in accordance with and pursuant to the rules and regulations of the *Arbitration Act* (Ontario). There will be a single arbitrator mutually selected by the Parties (or if the Parties cannot agree, then mutually selected by arbitrators appointed by each of the Parties). The determination of the arbitrator will be final and binding on the Parties, and judgment on the award rendered may be entered in any court having jurisdiction.

13.7 *Assignment.* We may assign the Terms upon providing You with prior written notice. You may not sublicense, assign or otherwise transfer the Terms without Our prior written consent.

13.8 *Survival.* The provisions of these Terms concerning indemnification and limitation of liability and all liabilities created under these Terms prior to termination hereof shall survive any termination hereof.

13.9 *Currency.* All references to fiat currency in the Terms are in lawful money of Canada unless expressly stated to the contrary.