

Terms and Conditions

The Terms and Conditions (“Terms” or “Agreement”) represent a binding agreement that governs the relationship between FintechCashier and “You”. The Terms will set rules of the website use, rights and restrictions.

INTRODUCTION

FintechCashier is the property of Fintech Scion Limited, a company registered with the Registrar of Companies for England and Wales with Company Number 13033865 having its registered office address at 1-2 Charterhouse Mews, London, England, EC1M 6BB (hereinafter referred to as “FintechCashier”; “We”; “Our”; “Us”).

FintechCashier is a global payment gateway headquartered in the UK, with an international presence in multiple countries. Fintech Digital Solutions Limited (FintechCashier) is a financial technology and software solutions company registered in England and Wales with Company Number: 13183254 | CICO Digital Solutions Limited trading as Fintechcashier, is a company registered in Canada with incorporation number BC1382369 and having its registered address at 5577 153A Street, Suite 207, Surrey, British Columbia V3S 5K7 Canada, and is registered as a Money Services Business with FINTRAC (Financial Transactions and Reports Analysis Centre of Canada) under number M22554561.

You wish to use the Services and We are willing to make the Services available to You subject to these Terms.

By using Our website, You accept Our Terms and Conditions listed hereunder. Please use Our Services responsibly. You must not use Our website if You

disagree with these Terms in whole or in part. These Terms and Conditions are subject to change at any time, so please always refer to this section to stay up to date on the most recent release and review them on a regular basis.

Intellectual Property Rights

All content, trademarks, and data on Our website, including but not limited to text, graphics, logos, icons, hyperlinks, private information, and designs are Our property and are protected from infringement by domestic and international legislation and treaties.

You undertake not to exhibit or use Our IP in any way without Our prior written authorization. Without our express written consent, nothing on this Website or its content should be regarded as providing the User any license, right, or interest in and/or to Our IP.

Subject to the rights afforded to You in these Terms, all Intellectual Property Rights on this website are expressly reserved.

You must not copy, duplicate, or reproduce any material on Our website for commercial use as well as sell, rent or sub-license material from Our website.

You must not use or exploit content from Our website for any commercial and non-private purpose without Our prior written consent.

You must not use Our website in any way that damages or threatens the website's availability or accessibility, or in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

Confidentiality

Your credentials must be always kept confidential. For security reasons, reset Your login password regularly.

Access to Website

In order to access the Website, You must meet the following requirements:

- You are at least 18 years old.
- You have not previously been suspended or removed from using Our website
- You have full power and authority to enter into this Agreement and in doing so will not violate any other agreements to which You are a party.
- You will not use Our Services if any applicable laws in Your country prohibit You from doing so in accordance with the Terms.
- You guarantee that You will not be using the Website for any illegal activities.
- You did not provide false, inaccurate, or misleading information
- You will not encourage or induce any third party to engage in any of the activities prohibited under this Section.

Viruses

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our

site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity and information to them as required or as we deem necessary. In the event of such a breach, your right to use our site will cease immediately and we may:

- take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- take further legal action against you, as appropriate; and/or
- take any other actions which we deem appropriate.

We hereby exclude any and all liability arising out of any actions that we may take in response to your breach under this clause.

Linking To Our Site

You may link to our website home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of

association, approval, or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the website home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with these terms.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FINTECHCASHIER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER SERVICES OBTAINED THROUGH THE SITE; (iii) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR REGISTRATION DATA AND/OR VERIFIED PROFILE; AND (iv) ANY OTHER MATTER RELATING TO THE WEBSITE AND/OR THE SERVICES OFFERED ON THE WEBSITE. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY,

CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT FINTECHCASHIER ENTITIES OR ANY OF ITS AFFILIATES, SUBSIDIARIES, OR SISTER COMPANIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Indemnification

You agree to indemnify and hold FintechCashier, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates harmless from any demands, loss, liability, claims or expenses (including attorney's fees) made against FintechCashier by any third party due to, arising out of or in connection with Your use of the website or the Services.

You acknowledge that You will be solely responsible for any legal liability arising out of or relating to the Services (whether transmitted on Your own or on any Third Party's behalf).

Subject to any express provision to the contrary in these Terms, We will not in any circumstances be liable to You in contract, tort, negligence or otherwise for any economic loss (including, but not limited to, any loss or profits, business, contracts, revenue, turnover or anticipated savings) or for any indirect or consequential losses, whether or not they were foreseen or foreseeable

You shall be responsible for explaining and answering to any complaint that We receive from any relevant regulatory body resulting from Your use of the Service. We will forward any complaint to You as soon as it is

reasonably possible. You must follow the applicable complaint procedures and respond to each complaint within the timeframes specified by the relevant regulatory body and must forward a copy of Your response to Us immediately. You will be liable for any fines and/or penalties imposed by any regulatory body against You or Us or any of Our associated companies, due to Your contravention of these Terms.

Assignment

We shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms at Our sole discretion without giving You any prior notice. You shall not be permitted to assign, transfer or subcontract any of Your rights and/or obligations under these Terms.

Severability

If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

Breaches to the Terms and Conditions

Any action that violates Our Terms and Conditions entitles Us, depending on the severity of the breach, to suspend Your access to Our website, block Your IP address, or file a lawsuit against You in court.

No warranties

This Website is provided “as is,” We make no express or implied representations or warranties, of any

kind related to this Website or the materials contained on this Website.

Additionally, nothing contained on this Website shall be construed as providing consultation or advice to You.

While We make every effort to ensure that the information on this website is correct, We do not guarantee its completeness or accuracy, nor do We guarantee that the website will remain available or that the material on the website will be kept up to date.

To the fullest extent permitted by applicable law, We disclaim all representations, warranties, and conditions relating to this website and its use.

Privacy

Our Privacy Policy applies to the use of this Website, and its terms.

Additionally, by using the Website, You acknowledge and agree that Internet transmissions are never completely private or secure.

Entire Agreement

These Terms, constitute the entire agreement between FintechCashier and You in relation to Your use of this Website and/or the Services, and supersede all prior agreements and understandings with respect to the same.

Governing Law

These Terms shall be governed by and construed in accordance with laws of the England and Wales and and the Courts of England and Wales shall have exclusive jurisdiction.