

CARDFLY PAYMENTS LTD. — Terms & Conditions

Last Updated: 31.10.2025

These Terms and Conditions of CARDFLY PAYMENTS LTD. (hereinafter, the “Terms” or the “Agreement”) govern the use of CARDFLY PAYMENTS LTD.’s services by natural persons/individuals (“User,” “you”) and constitute a legally binding agreement between CARDFLY PAYMENTS LTD. (“Cardfly,” “we,” “us,” “our”) and the User (together, the “Parties,” and each a “Party”) with respect to the provision of Cardfly’s services. The Services are intended exclusively for personal, non-commercial use; we do not onboard merchants and do not process payments on behalf of sellers/businesses.

Please carefully read these Terms, the Privacy Policy, and the Compliance Policy before using Cardfly’s services. By using our Services, you confirm your full and unconditional acceptance of these documents. THESE TERMS CONSTITUTE A PUBLIC OFFER AND BECOME MUTUALLY BINDING ON THE PARTIES UPON YOUR ACCEPTANCE. IF YOU DO NOT AGREE WITH ANY PART OF THE TERMS OR ARE NOT LEGALLY AUTHORIZED TO ACCEPT THEM, PLEASE DO NOT USE CARDFLY’S SERVICES.

1. About Cardfly

Legal Name: CARDFLY PAYMENTS LTD.

Address: 889 Bank Street, Suite 201C, Ottawa, Ontario, Canada, K1S 3W4

MSB Registration: C100000336 (Registered)

We operate under applicable Canadian laws and regulations, including the PCMLTFA and PIPEDA, as well as sanctions and AML/CTF requirements described in our Compliance Policy.

2. Definitions

- **Account** — your personal user profile enabling access to the Services after registration, verification and acceptance of these Terms.
- **Customer / User / You** — an individual person using Cardfly Services for personal, lawful purposes (non-business use).
- **Services** — consumer money transfers, foreign exchange related to such transfers, loading/sending/receiving funds via supported payment rails, account dashboards, reporting, and customer support.
- **Payment Method** — a method enabling you to fund or receive a transfer (e.g., bank transfer, card push/pull where supported, e-wallets supported by partners).
- **Transfer** — a payment instruction you submit to send funds to a recipient.
- **Recipient / Beneficiary** — the individual receiving funds from you.
- **Refund / Reversal** — return of funds to you or to the sending source where applicable (e.g., cancellation, failed or reversed transfer).
- **Business Day** — Monday–Friday, excluding statutory holidays in Ontario, Canada.

3. Changes to the Terms

We may amend these Terms by posting an updated version in the app/website or notifying you by email. Continuing to use the Services after changes take effect means you accept the updated Terms.

4. Eligibility & Personal Use

- You must be an individual 18+ with legal capacity to enter into this Agreement.
- Personal use only: you may not use the Services for merchant acquiring, to collect payments on behalf of businesses, or for commercial aggregation.
- You must be resident in a supported jurisdiction and use supported currencies and Payment Methods (as listed in the app/website; availability may change).

5. Account Registration & Verification (KYC)

- a) Registration. Provide accurate, complete and current information. Do not create multiple Accounts or share login credentials.
- b) Verification (KYC/AML). We may request, and you agree to provide: government ID, selfie/liveness checks, proof of address, employment and occupation details (employer, position, industry, length of employment), source of income/funds, and information on the purpose of transactions.
- c) Ongoing checks. We may re-verify data, screen against sanctions/PEP/adverse media, and request additional documents at any time. Failure to provide information can lead to limits, delays, or Account suspension.

6. Funding, Transfers & FX

- a) Funding. You can fund transfers using supported Payment Methods. Limits, fees, and delivery estimates are disclosed before you confirm.
- b) FX. If a currency conversion is required, we will display the rate (inclusive of any markup) and estimated total cost before you submit. Rates are dynamic and may change until your order is accepted.
- c) Processing. We aim to process Transfers promptly, but timing depends on banking networks, compliance checks, recipient bank availability, time zones and holidays.
- d) Information accuracy. You are responsible for accurate recipient details. Incorrect details may delay or prevent delivery and can result in funds being returned less third-party charges.

7. Cancellations, Refunds & Reversals

- a) Before payout. You may request cancellation while the Transfer is pending. If we can stop it, we will refund the principal less any non-recoverable third-party fees.
- b) After payout. Once paid out to the Recipient, the Transfer is generally final. We cannot recall funds that have been credited or collected by the Recipient.
- c) Failed/declined transactions. If a Transfer cannot be completed, we will refund the amount received from you, less any non-recoverable fees or FX losses where applicable.
- d) Card chargebacks. If you funded via card, you may have rights with your card issuer. A chargeback initiated with your bank may result in reversal of the funding. Misuse of chargebacks (e.g., friendly fraud) may lead to Account restrictions.
- e) How to request. Contact support email support@advasend.com with your Transfer ID.

8. Fees & Charges

- Fees and exchange rates are shown to you before you confirm a Transfer.
- Additional third-party charges (e.g., recipient bank incoming fees, intermediary bank fees) may apply and are outside our control.
- We may change fees/rates at any time, with effect for future Transfers only.

9. Prohibited Use

You must not use the Services for:

- commercial acquiring, payment aggregation, or accepting payments for merchants;
 - illegal activities (fraud, money laundering, terrorist financing, sanctions evasion);
 - restricted goods/services (e.g., weapons, narcotics, child/illegal pornography, unlicensed gambling, counterfeit goods, pyramid/Ponzi/HYIP schemes);
 - transactions involving prohibited jurisdictions under Canadian/US/EU/UK/UN sanctions (see our Compliance Policy).
- We may block/suspend Accounts, freeze or return funds (as allowed by law) and report suspicious activity to authorities.

10. Data Protection

We process Personal Data under our Privacy Policy. This includes KYC data, employment/occupation details and source of income/funds where required by law. Contact: CTO email support@advasend.com

11. Security & Your Responsibilities

- Keep your credentials secure and enable MFA where available.
- Notify us immediately of unauthorized access, suspected fraud, or lost/stolen credentials: by contacting support@advasend.com

- You are responsible for activity on your Account unless you have notified us and we have had reasonable time to act.

12. Service Availability

We aim for continuous availability but do not guarantee uninterrupted, timely, error-free service. Maintenance, outages, partner or network disruptions may occur.

13. Compliance Holds & Limits

We may place holds, set transaction limits, delay or decline Transfers to comply with law, manage risk, or complete reviews (e.g., sanctions/PEP/AML, fraud checks). Where permitted, we will inform you of the reason and next steps.

14. Complaints & Dispute Resolution

- a) How to complain. Email support support@advasend.com We aim to acknowledge within 5 Business Days and respond within 30 calendar days.
- b) Escalation. If unresolved, you may request escalation to our Compliance team at compliance@advasend.com
- c) Governing law & courts. These Terms are governed by the laws of Ontario, Canada, and federal laws of Canada as applicable. Disputes are subject to the courts of Ontario.

15. Liability

- We are not liable for indirect, incidental, special or consequential losses, loss of profits, or losses caused by banking/network partners outside our control.
- Our total liability for any claim arising from a Transfer is limited to the amount of fees you paid us for that Transfer (or, if none, CAD 100), except where prohibited by law or for loss caused by our wilful misconduct or gross negligence.

16. Term, Suspension & Termination

- These Terms apply from Account creation and continue until terminated.
- You may close your Account at any time if there are no pending Transfers or legal holds.
- We may suspend or terminate your Account immediately (e.g., for legal/regulatory reasons, security risk, breach of these Terms). Certain records must be retained under law (e.g., PCMLTFA).

17. Taxes

You are responsible for any taxes arising from your use of the Services (e.g., where applicable for your jurisdiction).

18. Intellectual Property

All IP in our website, app, and materials belongs to Cardfly or its licensors. You receive a limited, revocable, non-transferable licence to use them solely to access the Services.

19. Communications

We may contact you via in-app messages, email, SMS or phone using the details you provided. Keep your contact information up to date.

20. Contact Us

Customer Support: support@advasend.com

Compliance: compliance@advasend.com

CTO: support@advasend.com

Address: 889 Bank Street, Suite 201C, Ottawa, ON, K1S 3W4, Canada