

**Commercial Name:** ParadechGroup Limited  
**Trading Name:** Paradech

### Here-in after referred to as Paradech

These terms of service (hereinafter referred to as "Terms") shall constitute a binding agreement between the Customer and ParadechGroup Limited, a company registered with registration number BC1449106, located at 6th Floor, 905 West Pender Street, Vancouver, BC, V6C 1L6, Canada

(hereinafter referred to as "Paradech"), and the Customer, being any legal person or entity either accessing an account via Paradech's services, including any subdomain of its website, via API, or having signed an Order Form with Paradech (hereinafter referred to as "Customer").

The Customer and **Paradech** shall collectively be referred to as "Parties" and individually as "Party."

**Accounts:** both Payment Account and Crypto Account

**Conversion Fees:** A charge applicable when the Customer uses **Paradech's** platform to convert between supported currencies, between currencies and crypto assets, or between supported crypto assets. This fee is integrated into the conversion rate provided during the transaction and is in accordance with the rates specified in **Paradech's** Price List.

**Crypto Account:** An account provided by **Paradech** that is exclusively designated for the storage and management of crypto assets and digital assets. This account allows users to store, trade, and manage various types of crypto assets as per **Paradech's** offer. This account is used to provide the "**ParadechWallet**" services.

**Crypto Asset(s):** Digital assets and crypto assets offered by **Paradech**. This category may include crypto assets, E-Money tokens, and Asset Referenced Tokens (so-called stablecoins). Crypto Assets can be stored, traded, or transacted using a Crypto Account.

**Currency(/ies):** Fiat currencies as per **Paradech's** offer.

**Customer:** Any individual or entity that uses, accesses, or subscribes to the Service, whether directly or through authorized representatives.

**Funds:** Fiat currencies held in a Payment Account within **Paradech**.

**IP:** All intellectual property rights, including, without limitation, copyrights, trademarks, service marks, trade names, trade dress, logos, domain names, patents, know-how, database rights, and any other intellectual property rights, whether registered or unregistered, as well as all related applications, renewals, and extensions, that are owned by or licensed to **Paradech**, the Customer, or any third party and that may be used in connection with the Service.

**Paradech Trade:** The service provided by **Paradech** that enables the Customer to convert between supported fiat currencies and crypto assets. This includes facilitating the exchange of one currency for another, as well as converting between currencies and crypto assets or between different crypto assets, subject to any applicable fees, rates, and conditions as specified by **Paradech**.

**Paradech Wallet:** The crypto custody and storage service provided by **Paradech**, allowing the Customer to securely store, manage, deposit, and withdraw supported crypto assets. The **ParadechWallet** operates through segregated vault infrastructure and adheres to applicable regulatory standards, ensuring that the Customer's crypto assets remain secure, individually allocated, and accessible in their Crypto Account.

**Order Form:** Any document, form, or online submission process that outlines the specific terms of the Customer's engagement with **Paradech's** Services, including, but not limited to, pricing, product or service details, subscription periods, payment terms, and any applicable volume or usage limitations, which, upon acceptance by both the Customer and **Paradech**, becomes incorporated into and governed by the terms and conditions of these Terms.

**Payment Account:** An account provided by **Paradech** that is exclusively designed for the storage and management of fiat currencies as per **Paradech's** offer. This account enables the Customer to perform transactions and payments using traditional fiat money.

**Payment Initiation Service Provider:** A payment service provider authorized to initiate payments on behalf of users, focusing on payment orders from accounts held at other payment service providers.

**Payment Institution:** A legal entity that has been granted authorization under the applicable regulatory framework to provide and execute payment services. Such an institution is permitted to engage in activities set out as payment services and is subject to supervision, registration, and compliance obligations, ensuring the safe and efficient provision of payment-related functionalities to its users.

**Platform:** The online interface through which the Customer can access and use **Paradech's** Services. This includes both the user-facing components and underlying infrastructure that support account management, transactions, data retrieval, and any other functionalities made available by **Paradech**.

**Price List:** A document outlining the charges, fees, and costs associated with the various services offered by **Paradech**, specifying the pricing structure for different transactions. The Price List is shared with the Customer as part of the onboarding process.

**Secret:** Refers to the confidential, non-public string of characters associated with an API Key that is issued to the Customer upon approval of their API access. This Secret, when used together with the API Key, serves as a secure authentication credential that enables the Customer to access and interact with **Paradech's** API Services. The Customer is responsible for safeguarding the Secret at all times to prevent unauthorized access or misuse of the API Services.

**Terms:** Refers to these terms of service, including all policies, documents, appendices, Price Lists, additional terms, and any modifications, amendments, or updates made from time to time, which collectively form a binding agreement between the Customer and **Paradech** governing the Customer's use of and access to the Services.

**Transactions:** Refer to a wide range of financial activities and exchanges involving the transfer, exchange, or movement of funds or crypto assets, such as payments, transfers, conversions, purchases, sales, or any other financial interactions that involve the exchange of value between parties. Transactions may occur within various financial systems, such as traditional fiat-based systems or blockchain-based networks, and can involve a diverse set of assets and instruments, each subject to its unique terms and conditions.

**Transportation Fees:** Refers to the costs incurred when transferring crypto assets from one wallet or address to another within a blockchain network. The magnitude of transportation fees is subject to dynamic factors, including network congestion, transaction size, and the priority assigned to the transaction by the sender. The Customer must be aware of the fluctuating nature of transportation fees, independent of **Paradech**, which can vary due to network conditions and market demand.

**User or Users:** Term referring to physical persons logging into the **Paradech** Platform.

## 2. RECITALS

2.1. **Paradech** is a Canadian Money Services Business (MSB), registered under FINTRAC (registration number **1508126-2**) and compliant with applicable Canadian laws and regulations. The Customer may at any time contact **Paradech** via email at [support@paradech.com](mailto:support@paradech.com). The Customer wishes to open an account provided by **Paradech** (the "Payment Account") and/or (the "Crypto Account"). Customers can access their accounts through a secure web interface or via API. Access requires multi-factor authentication, including passwords and time-based one-time passwords (2FA).

2.3. The Customer wishes to receive, transfer, convert, and perform payments (the "Service") through the Payment Account or Crypto Account and wishes to assign **Paradech** the act of procurement related to the Service.

2.4. By signing up to use an account through **Paradech** or signing an Order Form, the Customer agrees that they have read, understood, and accepted all the terms of service contained in these Terms.

2.5. At any time during the contractual relationship, the Customer can download the Terms upon request from the **Paradech** website.

2.6. These Terms are concluded in English. The Customer may use English in communications with **Paradech**; however, **Paradech** reserves the right to respond to requests in English.

2.7. These Terms may be amended. In the case of amendments unfavorable to the Customer, **Paradech** will notify the Customer via email, providing a 2 (two) months' notice unless dictated otherwise by law or a Supervisory Authority. The amendments shall be deemed accepted by the Customer at the end of the notice period. Changes in the exchange rate may take effect immediately when based on the reference exchange rate. Should the Customer notify its inability to accept the amendments, these Terms may be terminated by the Customer according to Section 11.5.

2.8. Relevant communications and changes will be communicated by **Paradech** to the Customer as soon as possible via email. Minor communications, such as unplanned temporary unavailability of a service or feature, or the launch of a new feature, may be communicated via a notification banner on the **Paradech** Platform.

2.9. These Terms remain in effect indefinitely until either Party initiates termination as outlined in Section

## 3. OUR SERVICES

3.1. **Paradech** provides Payment Services, enabling the Customer to open a Payment Account to initiate and receive fund transfers to and from third parties directly related to end-customer payments. Information about the use of Payment Services can be found in Appendix I.

3.2. **Paradech** provides **ParadechWallet/Custody** services to deposit, withdraw, and store crypto assets to and from other self-hosted wallets. The **ParadechWallet** and Custody services are subject to the **Paradech** Crypto Custody Policy, which is available on our website and upon request. Information about the use of Wallet/Custody Services can be found in Appendix II.

3.3. **Paradech** provides **ParadechTrade** to enable conversions between supported currencies and crypto assets.

3.4. **Paradech** may, subject to Section 6 below, as part of the Services, provide API Services to enable the Customer to view, initiate, and/or authorize transactions from its accounts with **Paradech**.

3.5. **Paradech** may also make other services available to the Customer. Where appropriate, these services will be provided under separate terms of service or by updating these Terms.

3.6. **Paradech** does not provide fiat deposit accounts, and the fiat Payment Account is not allowed to be used as such. This means that the purpose of all transactions going into the Payment Account must be payments and not deposit/storage of funds. This restriction does not apply to crypto funds in the **ParadechWallet**

## 4. RISKS, RESPONSIBILITIES, AND LIABILITIES

4.1. The Customer is responsible for periodically checking **Paradech's** company website to review the current version of the Terms.

4.2. The Customer must take all necessary steps and apply all necessary measures to anticipate, stop, and prevent any misuse of the accounts and any other services the Customer has access to. The Customer must comply with all reasonable instructions **Paradech** may issue regarding how to keep their accounts safe.

4.3. If the Customer is obligated to collect and verify identification documentation on all its customers in accordance with national anti-money laundering regulations, the Customer's compliance program needs to be approved by **Paradech** prior to onboarding.

4.4. The Customer accepts to truthfully answer all compliance inquiries made by **Paradech**, as **Paradech** is a regulated entity and is subject to Canadian anti-money laundering laws and regulations. Failure to provide adequate replies or requested documentation (e.g., ID on owners or proof of source of funds) may, at **Paradech's** sole discretion, be considered a breach of these Terms and allow **Paradech** to terminate the Terms without further notice.

4.5. Crypto assets are subject to various risks, including price volatility, theft, hacking, fraud, regulatory scrutiny, and potential operational issues. By using **ParadechWallet** and **ParadechTrade**, the Customer acknowledges these risks and agrees that **Paradech** holds no responsibility for any losses or damages incurred, except in cases of **Paradech's** gross negligence directly causing such losses.

4.6. **Paradech** does not provide any financial, investment, legal, or tax advice. It is the Customer's responsibility to consult with appropriate professionals. The Customer is responsible for determining and handling any taxes related to their use of **Paradech's** software and services ("Taxes"). This includes assessing, paying, and withholding Taxes as required. The Customer is solely responsible for accurately reporting and remitting the correct Taxes to the relevant tax authority. **Paradech** is not obligated to determine, calculate, collect, report, or remit any Taxes arising from transactions.

4.7. By using the Service, the Customer confirms responsibility for securing the required licenses and registrations, ensuring compliance with relevant laws. **Paradech** reserves the right to block payments in certain jurisdictions until the Customer presents valid compliance documents. The Customer is liable for any legal obligations and must indemnify **Paradech** against claims, damages, or costs, including attorneys' fees, arising from non-compliance. This includes covering all legal expenses related to unauthorized activities connected with our services.

4.8. The Customer is responsible for protecting its hardware, software, data, and other material from viruses, malware, and other internet security risks. **Paradech** has no liability for any damages or losses that may occur as a result of the Customer's lack of such protection.

4.9. It is the Customer's responsibility to ensure the security and confidentiality of all login and access credentials to **Paradech's** Platform at all times and to take all necessary precautions to prevent unauthorized access, use, or disclosure of the credentials. This covers user passwords, multi-factor authentication, API Key, Secret, and any other means of access to **Paradech's** Platform. **Paradech** has no liability for any damages or losses that may occur as a result of the Customer's failure to properly secure and safeguard credentials. The Customer has the sole responsibility for any consequences that may arise from the loss or misuse of any password, multi-factor authentication, API Key, Secret, and/or other credentials and releases **Paradech** from any liability in this regard.

4.10. The Customer is responsible for ensuring that Users only use the Platform, and API Services if applicable, in accordance with the Customer's instructions and the Terms. The Customer is responsible for all Users and all actions taken by such Users.

4.11. **Paradech** is dedicated to maintaining a high standard of data protection, information security, and accuracy in its services and assumes liability in accordance with applicable regulations. **Paradech** will be liable for any loss of Customer funds or access to those funds resulting from incidents attributable to **Paradech**, such as system malfunctions, security breaches, or Platform maintenance. Liability is capped at the market value of the affected crypto assets at the time of the loss. However, **Paradech** is not liable for losses stemming from events beyond its control, such as blockchain-related issues outside of **Paradech's** direct influence. Additionally, **Paradech** will not be responsible for any missed opportunities or potential income loss due to account unavailability or Service disruptions.

4.12. Once the Customer creates their **Paradech** Account, the Customer is responsible for all activities performed. It is the Customer's responsibility to safeguard their password and monitor any activity that occurs with the use of their password and/or account. The Customer is obliged to immediately notify **Paradech** via email at [support@paradech.com](mailto:support@paradech.com) if the Customer suspects any misuse, security breaches, or threats, caused by the Customer or other parties, including unauthorized transactions initiated by a Payment Initiation Service Provider. **Paradech** cannot be held responsible or liable for losses or damages related to account settings, or security breaches caused by the Customer.

4.13. The responsibility falls on the Customer to ensure the correctness of the recipient account information provided for the transfer of funds or crypto assets. If incorrect payment details have been provided, the payment or transfer may be delayed or credited to the wrong account/wallet. **Paradech** shall not be held liable for any losses incurred by the Customer due to entering erroneous account information.

4.14. **Paradech's** liability for direct damages shall always be limited to the refund of any actual effective losses incurred by the Customer, plus the sum of the fees paid to **Paradech** under this engagement during the six (6) months preceding the breach of these Terms.

4.15. The Customer's purchase of goods, services, digital content, or otherwise from a third party will at all times be subject to the third party's terms and conditions. **Paradech** shall in no way be liable for the actions or inactions of the third party.

## 5. CUSTODY AND ACTIVE BALANCE

### 5.1 Custody and Balance of Funds

5.1.1. **Paradech** will provide the Customer with access to a Payment Account through **Paradech's** financial partner(s).

5.1.2. The Payment Account allows the Customer to hold and transfer funds as described above. In general, **Paradech** will combine the balance of the Customer's Payment Account with other Customers' balances and either hold those funds in a custodial safeguarding account at a bank or invest those funds in accordance with Canadian regulations on safeguarding of Customer funds. **Paradech** owns the interest or other earnings on these investments. Pooled Customer funds are held apart from **Paradech's** corporate funds, and **Paradech** will neither use these funds for its operating expenses nor for any other corporate purposes.

5.1.3. The Customer's account contains the balance of funds available for payments. When the Customer uses the Service to pay a third party, the Customer instructs **Paradech** to transfer the funds from the Customer's account to the recipient's account (i.e., the account for the third party). The Customer needs to have enough balance to cover the amount of any payment initiated and the transaction fees owed to **Paradech** at the time of the payment.

### 5.2 Conversion of Funds or Crypto Assets

5.2.1. If the Customer uses the Service to convert one currency into another, the conversion rate provided during the conversion includes the FX Currency Conversion Fee referred to in the Price List. The conversion rate is continuously updated, and the final rate applied during conversion is determined after the Customer has decided to execute the conversion.

5.2.2. The Customer can use the Service to convert between supported currencies and crypto assets. The conversion rate provided during order execution includes the Crypto Asset Conversion Fee referred to in the Price List. This fee encompasses **Paradech's** earnings and liquidity costs. The conversion rate is continuously updated, and the final rate used for conversion is determined after the Customer confirms the execution of the order.

Due to price volatility preceding order execution, the final rate might differ from the initially presented conversion rate. **Paradech** initiates the conversion once the supported currency or crypto asset arrives at the execution venue. This process may take several days when converting currency to crypto assets

due to bank transfer waiting times. Selling crypto assets typically results in faster conversions due to quicker blockchain transactions, but it is important to note that it might still take several days for fiat funds to reflect in the Customer's Payment Account at **Paradech**.

If the currency or crypto asset does not arrive at **Paradech's** designated liquidity venue within 144 hours (6 days), **Paradech** reserves the right to refund and cancel the conversion.

Additionally, upon conversion, there will be a deduction to cover estimated Crypto Asset Transportation Fees between **Paradech** and the liquidity venue, as well as blockchain network fees. Variations in the transportation fee component are expected due to the constantly fluctuating blockchain network fees and their price volatility. The final amount depends on both the actual conversion timing and applicable Transportation Fees.

Further limitations beyond **Paradech's** control may apply. For instance, selling an ERC-20 token like USDC requires a sufficient balance of ETH to cover the movement of USDC from the Customer's Crypto Account before a conversion can proceed.

### 5.3 Custody and Balance of Crypto Assets

**5.3.1. Paradech** custodies the crypto asset balance of a Customer's Crypto Account within a segregated wallet infrastructure provided through **Paradech's** custody partner. This ensures the assets are stored separately from **Paradech's** operational assets and from the assets of other Customers.

**5.3.2.** The Customer's Crypto Account reflects the total amount of crypto assets held within the Customer's Crypto Account. Funds and crypto assets in transit after an **ParadechTrade** conversion or otherwise outside of the segregated wallet infrastructure are not in **Paradech's** custody. Incoming transfers will be credited to the account(s) only after sufficient blockchain confirmations. The Customer can consult their active balance via API or UI.

**5.3.3. Paradech** reserves the right to restrict transactions into or out of the Crypto Account.

## 6. PAYMENT ACCOUNT

**6.1. Paradech** reserves the right to restrict transactions into or out of the Customer's Accounts.

**6.2.** The Customer authorizes **Paradech** to act in accordance with any instructions on their behalf and credit or debit their Accounts accordingly.

**6.3.** Only sums credited to the Customer's Accounts shall be treated as available for payments initiated by the Customer. **Paradech** will not act on an instruction from the Customer if there are not sufficient funds in the relevant Accounts to carry out the requested transactions. Any incoming payment shall be credited to the Customer's relevant Accounts.

**6.4. Paradech** has the right to monitor the Customer's transactions, account balance, and general use of their Accounts to ensure compliance with **Paradech's** Terms of Service and to detect and prevent financial crimes, including money laundering, terrorist financing, and market abuse. This monitoring is conducted to ensure **Paradech** complies with regulatory requirements as a Money Services Business (MSB).

## 7. SUSPENSION OF THE SERVICE

**7.1. Paradech** may need to suspend the Service to address technical changes, conduct regular Platform maintenance, comply with orders from supervisory authorities or law enforcement, or update the Service to reflect and comply with changes in relevant laws and regulatory requirements to which **Paradech** is subject or has voluntarily decided to comply with.

## 8. INTELLECTUAL PROPERTY

**8.1.** The Services and all content included in or made available through the Services, including but not limited to copyrights, trademarks, patents, service marks, domain names, trade names, design rights, software code, icons, logos, characters, layouts, know-how, trade secrets, buttons, color schemes, graphics, and other intellectual property rights ("IP"), are the property of **Paradech**, its affiliates, or its licensors and are protected by local and international intellectual property laws and treaties.

**8.2.** Subject to these Terms, **Paradech** hereby grants the Customer a limited license to use the **Paradech** Platform solely for the purposes stated in these Terms.

**8.3.** The use of the Services does not grant the Customer any intellectual property rights other than those explicitly granted under these Terms.

**8.4.** Nothing contained on **Paradech's** website or in any communications to the Customer shall be construed as granting, by implication or otherwise, any license or right to use any IP without prior written consent from **Paradech**.

**8.5.** Customers are prohibited from copying, distributing, modifying, reverse engineering, or creating derivative works of any part of the Services or associated intellectual property without prior authorization from **Paradech**.

**8.6.** Any unauthorized use of **Paradech's** IP may result in suspension of Services and potential legal action, including claims for damages.

**8.7.** The Customer agrees to respect all IP rights of **Paradech**, its affiliates, and licensors, and not to infringe upon or attempt to claim ownership of any IP related to the Services.

**8.8. Paradech** reserves all rights not explicitly granted under these Terms, including the right to take legal action against any unauthorized use or infringement of its intellectual property.

## 9. PRICING AND TERMS OF PAYMENT

9.1. The Customer shall pay the Fees for the Services in accordance with the Price List as agreed between **Paradech** and the Customer. This Price List excludes any intermediary bank and blockchain fees that may be incurred during payment processing. The Customer assumes responsibility for these fees and acknowledges that **Paradech** is not liable for any charges imposed by other banks or blockchains as part of transactions.

9.2. In the case of a payment reversal, the Fees will not be refunded.

9.3. The Customer agrees to authorize **Paradech** to withdraw one-off and monthly Fees as per the direct debit authorization signed within the Contract.

9.4. In the case of insufficient balance to cover the Fees due to **Paradech**, late payments are subject to interest in accordance with the applicable laws of Canada.

9.5. Any failure by the Customer to comply with the terms of the Contract, including payment obligations, may result in legal action, and the dispute will be governed by and subject to the laws of Canada.

## 10. DATA PROTECTION

10.1. The policy applied to data protection is set out in the Privacy Policy available on the **Paradech** website.

10.2. **Paradech** may be required to disclose Customer data to third parties, including but not limited to law enforcement, Canadian regulatory authorities, auditors, or affiliated group companies. This includes all information provided during the compliance and onboarding process, such as name, address, account number, or wallet details. It may also include sharing information with banks involved in transactions, operators of payment and communication systems, or other relevant parties.

By using the Account and the Service, the Customer authorizes **Paradech** to disclose necessary data, as well as any associated information, to third parties and group companies when legally required.

## 11. TERMINATION

11.1. **Paradech** may:

- (a) suspend, restrict, or terminate the Customer's access to any or all of the Services, and/or
- (b) deactivate or cancel their Account if:

(i) **Paradech** is required by a facially valid subpoena, court order, or binding order of a government authority;

(ii) **Paradech** reasonably suspects the Customer is using their Accounts in connection with a prohibited business activity;

(iii) Use of their Accounts is subject to any pending litigation, investigation, or government proceeding, and/or **Paradech** perceives a heightened risk of legal or regulatory non-compliance associated with the Customer's Account activity;

(iv) **Paradech**'s service partners are unable to support the Customer's use;

(v) The Customer takes any action that **Paradech** deems as circumventing its controls, including, but not limited to, opening multiple Accounts;

(vi) **Paradech** reasonably believes that the Customer is in material breach of the Terms, including any material misrepresentation to **Paradech**.

11.2. **Paradech** may terminate the Customer's access to any or all of the Services, cancel the Customer's Account(s), and offboard the Customer from the **Paradech** Platform following warnings from **Paradech** in cases of activities incongruent with the Terms of Service, including but not limited to using the account for deposit purposes.

11.3. Further, **Paradech** reserves the right, at its discretion, to unilaterally block, suspend, and/or terminate the Customer's use of the Services, either temporarily or permanently, in the following circumstances:

- The Customer has failed to comply with these Terms.
- The Customer poses an unacceptable fraud or compliance risk to **Paradech**, or if the Customer provides false, incomplete, inaccurate, insufficient, or misleading information, whether this information is provided deliberately or not.
- The Customer's transaction pattern indicates illegal activity such as, but not limited to, money laundering.

11.4. The Customer acknowledges that **Paradech**'s decision to take certain actions, including limiting access to, suspending, or closing the Customer's account, may be based on confidential criteria essential to **Paradech**'s risk management and security protocols. Where legally possible, **Paradech** will provide the Customer with notice prior to such action and an explanation. However, **Paradech** is under no obligation to do so and may be prohibited by court order, law enforcement, or other legal requirements.

11.5. **Paradech** will not be liable to the Customer for any losses incurred in connection with the closure of Services or suspension of Accounts.

11.6. If the Customer believes the reasons for a suspension no longer exist and **Paradech** has not yet reinstated access to the suspended Service, the Customer may notify **Paradech** via email at [support@paradech.com](mailto:support@paradech.com)

11.7. The Customer may request termination and Account closure at any time. **Paradech** will proceed with the closure of the Accounts at the end of the month, considering operational requirements, without causing unnecessary delays.

## 12. EXCLUSION OF CONSUMER PROTECTION PROVISIONS

12.1. In accordance with applicable Canadian laws, it is agreed by the Parties that certain provisions intended for consumer protection (B2C relationships) shall not apply to the Services provided by **Paradech** to the Customer. These exclusions pertain primarily to consumer protection measures designed for private individuals and include requirements related to pre-contractual and ongoing information disclosures, as well as specific rights related to payment transactions and dispute resolution for unauthorized or disputed transactions.

12.2. By agreeing to exclude these specific provisions, the Customer acknowledges and agrees that these consumer-oriented safeguards do not apply to their contractual relationship with **Paradech**, as the Customer is considered a business entity rather than a consumer.

## 13. EVENT OF DEFAULT

13.1. If an Event of Default, as listed below, occurs, unless otherwise prescribed by applicable law, **Paradech** may close the Customer's Accounts at its absolute discretion, providing a standard notice period of one month. This notice may be waived in cases of serious breaches of applicable regulations, or by order of a supervisory authority, regulator, or in extreme circumstances.

### 13.2. Each of the following will be considered an "Event of Default":

13.2.1. The Customer fails to pay **Paradech** any fees or charges owed.

13.2.2. The Customer enters into liquidation or bankruptcy, whether compulsorily or voluntarily, or a procedure is commenced against the Customer seeking or proposing liquidation or bankruptcy, or the Customer is generally unable to pay their debts as they become due (or the Customer confirms so in writing).

13.2.3. The Customer becomes subject to an administration order, has a receiver or similar appointment or order made, or proceedings are commenced in respect of any of the Customer's assets.

13.2.4. **Paradech** considers it necessary to act to prevent what it reasonably believes to be or might be a violation of any applicable law, including but not limited to, market abuse, gaming the system, or fraudulent activities.

13.3. Under such conditions, **Paradech** will freeze the Customer's account and take actions as required by applicable law.

### 13.4. FORCE MAJEURE

13.4.1. **Paradech** shall not be liable for any economic loss, delay, discontinued service, or failure in performance to the extent such loss, delay, discontinuity, or failure is caused by fire, flood, explosion, war, strike, embargo, governmental requirements, civil or military authority, data trespass, denial-of-service (DoS) attack, pandemics, unlawful action by the Customer, or any other cause beyond **Paradech's** reasonable control.

## 14. REFERENCES

14.1. **Paradech** does not endorse in any way the Customer's products or services, and Customers may not use **Paradech's** name, logo, trademarks, copyrights, or any other intellectual property or business secrets without prior written approval from **Paradech**.

## 15. MISCELLANEOUS

15.1. If any provision in these Terms is held to be invalid or unenforceable, these Terms, including the remaining provisions, will remain in full force and effect as if such invalid or unenforceable provisions had never been included.

15.2. **Paradech** may modify, suspend, or discontinue, temporarily or permanently, all or any part of its Services with or without notice. **Paradech** reserves the discretionary right, at any time and for any reason, to discontinue, redesign, modify, enhance, change, augment, expand, reduce, or patch the software, the **Paradech** Platform, and/or the Services. This includes, without limitation, changes to structure, specifications, "look and feel," navigation, features, UX, UI, embedded functionalities, and other elements of the software and/or Services or any part thereof.

In the case of major changes, such as the suspension or discontinuity of a major feature, **Paradech** will, to the best of its ability and unless the change is the result of a supervisory request or aimed at ensuring compliance with applicable laws, provide at least one week's notice. The Customer agrees that **Paradech** will not be liable to the Customer's clients or any third party (on whose behalf the Customer may be acting) for any missed opportunities resulting from modification, suspension, or discontinuity of all or any part of its Services.

15.3. The failure of a Party to exercise any right, power, or remedy provided under these Terms shall not constitute a waiver by such Party of its right to exercise any such or other right, power, or remedy.

## 16. GOVERNING LAW AND DISPUTES

16.1. These Terms shall be governed by and construed in accordance with the laws of Canada, excluding its choice of law rules.

16.2. Any dispute arising out of or in connection with these Terms, including any disputes regarding the existence, validity, implementation, or termination thereof, shall be settled by the ordinary courts in Canada, with the courts of Ontario as the chosen venue.

16.3. Prior to any legal action, the Customer should seek resolution of the dispute by submitting a complaint to **Paradech** in accordance with its complaints policy.

## 17. DOMAINS

17.1. The domain [paradech.com](https://paradech.com) represents the official website of **Paradech**, providing information about the company, its services, and related resources.

17.2. The domain [paradech.com](https://paradech.com) is used exclusively for accessing the **Paradech** banking application, allowing Customers to manage their accounts, conduct transactions, and access other platform features.

17.3. Customers are advised to use only the official domains listed above to ensure the security and authenticity of their interactions with **Paradech**.

## 18. PURPOSE

18.1. These Terms and Conditions govern the access to and use of the services offered by **Paradech**, a brand operated by **ParadechGroup Ltd**, registered as a Money Services Business (MSB) in Canada.

18.2. By registering with and using the services of Paradech, the client expressly accepts these Terms.

## 19. ACCOUNT CREDENTIALS AND SECURITY

19.1. The client is solely responsible for safeguarding the confidentiality of their access credentials (username, password, and verification codes).

19.2. It is strictly prohibited to share credentials with third parties, allow unauthorized access, or delegate account control.

19.3. Any transaction carried out with valid client credentials will be considered as executed by the client.

19.4. **Paradech shall not be held liable** for any loss, fraud, or damages arising from the client's negligence in protecting their credentials.

## 20. THIRD-PARTY USE

20.1. The client may not authorize third parties (such as managers, brokers, advisors, or others) to operate their account without prior written approval from Paradech.

20.2. Third-party use of the account constitutes a material breach of these Terms.

20.3. Paradech reserves the right to suspend or terminate accounts where shared access or unauthorized use is detected.

20.4. The client accepts full legal and financial responsibility for the consequences of granting access to third parties.

## 21. CLIENT REPRESENTATIONS

21.1. The client declares that they are the legitimate holder of the account and the funds deposited therein.

21.2. The client confirms that all transactions are conducted freely, voluntarily, and with full knowledge.

21.3. The client warrants that all information provided during registration, verification (KYC/KYB), and operations is truthful, accurate, and up to date.

21.4. The client acknowledges the inherent risks of digital asset markets, including the potential for partial or total loss of capital.

## 22. LIABILITY OF Paradech

22.1. Paradech acts as a payment infrastructure provider and does not offer investment products or investment advice.

22.2. Paradech shall not be liable for any losses resulting from the client's investment decisions.

22.3. Paradech shall not be liable for losses arising from unauthorized third-party use of the account.

22.4. Paradech shall not be liable for scams, fraud committed by external parties, or client negligence.

22.5. Paradech will comply with applicable AML/KYC regulations and may block or report transactions deemed suspicious to the relevant authorities.

## 23. SUSPENSION AND TERMINATION

23.1. Paradech may suspend or terminate accounts in cases of:

23.1.1. Unauthorized third-party use.

23.1.2. Provision of false or misleading information.

23.1.3. Suspicious activity or involvement in fraudulent or illegal transactions.

23.2. In such cases, Paradech may temporarily withhold funds and notify the competent authorities.

## 24. GOVERNING LAW AND JURISDICTION

22.1. These Terms shall be governed by the laws of Canada.

22.2. Any disputes shall be submitted to the exclusive jurisdiction of the courts of Ontario.

This document, including all texts, terms, conditions, descriptions, trademarks, trade names, content, and elements associated with the services of **Paradech**, is protected under international intellectual property and copyright laws.

Any reproduction, copying, modification, distribution, publication, reverse engineering, or any other use of the texts, graphics, logos, designs, or elements included in this document is strictly prohibited without prior written consent from **Paradech**.

### Limitation of Liability:

The use of the content in this document is subject to the terms and conditions outlined herein. **Paradech** is not responsible for any damages or losses arising from the misuse of this material or its services.

For inquiries or to request authorization to use the content of this document, please contact us at [support@paradech.com](mailto:support@paradech.com) **Paradech**  
**Dedicated IBAN – Pricing and Contractual Conditions**

### 1. Dedicated IBAN – Personal Clients

#### 1.1 IBAN Creation

The assignment of a Dedicated IBAN for Personal Clients is subject to the payment of a **one-time, non-refundable IBAN creation fee of fifty euros (€50)**, charged at the time of service activation.

#### 1.2 Monthly Maintenance

The Personal Dedicated IBAN service is subject to a **monthly maintenance fee of twenty-five euros (€25)**, applicable for as long as the account remains active.

#### 1.3 Mandatory Minimum Balance

The Personal Client is required to maintain at all times a **minimum available balance of fifty euros (€50)** in the Dedicated IBAN account (the "*Minimum Balance*"), intended exclusively to cover up to **two (2) months** of the monthly maintenance fee in the event the Client does not make additional deposits. The Minimum Balance does not constitute a security deposit, does not accrue interest, and does not confer any right other than the continuation of the service in accordance with these Terms.

#### 1.4 Fee Deduction and Automatic Account Closure

In the absence of new deposits by the Client:

**Paradech** is expressly authorized to **automatically deduct** the monthly maintenance fee from the available Minimum Balance for a maximum of **two (2) consecutive months**.

**If during the third (3rd) consecutive month the Client fails to deposit sufficient funds to restore the Minimum Balance of €50**, the account shall be **automatically and irrevocably closed**, without prior notice, additional demand, or manual intervention.

Such automatic closure shall not give rise to any indemnification, compensation, or refund in favor of the Client.



### 1.5 Suspension, Closure, and New IBAN Assignment

In the event that the Personal Client's Dedicated IBAN account is **suspended or closed**, whether automatically or manually, due to insufficient balance, inactivity, or failure to restore the required Minimum Balance, any subsequent request to obtain a Dedicated IBAN shall be treated as a **new service request**.

Accordingly, the Personal Client **may be required** to pay again the applicable **IBAN creation fee**, currently set at **fifty euros (€50)**, unless **Paradech**, at its sole discretion and where technically and operationally feasible, authorizes the **reactivation of the same account** without assigning a new IBAN. Paradech reserves the right to **temporarily suspend** the Dedicated IBAN account prior to definitive closure. During any suspension period, the service shall be deemed **inactive** and may remain subject to applicable fees unless expressly stated otherwise.

## 2. Dedicated IBAN – Business / Corporate Clients

### 2.1 IBAN Creation

The assignment of a Dedicated IBAN for Business / Corporate Clients is subject to the payment of a **one-time, non-refundable IBAN creation fee of three hundred euros (€300)**, applicable upon successful completion and approval of the corporate verification process (KYB).

### 2.2 Monthly Maintenance

The Business / Corporate Dedicated IBAN service is subject to a **monthly maintenance fee of fifty euros (€50)**, applicable for as long as the account remains active.

### 2.3 Mandatory Minimum Balance

The Business / Corporate Client is required to maintain at all times a **minimum available balance of one hundred euros (€100)** in the Dedicated IBAN account (the "*Minimum Balance*"), intended to cover up to **two (2) months** of the monthly maintenance fee in the absence of additional deposits.

### 2.4 Fee Deduction and Automatic Account Closure

In the absence of new deposits by the Business / Corporate Client:

**Paradech** is expressly authorized to **automatically deduct** the monthly maintenance fee from the available Minimum Balance for a maximum of **two (2) consecutive months**.

**If during the third (3rd) consecutive month the Business / Corporate Client fails to deposit sufficient funds to restore the Minimum Balance of €100**, the account shall be **automatically and irrevocably closed**, without prior notice, additional demand, or manual intervention.

Such automatic closure shall not give rise to any indemnification, compensation, or refund in favor of the Business / Corporate Client.

### 2.5 Suspension, Closure, and New IBAN Assignment

In the event that the Business / Corporate Client's Dedicated IBAN account is **suspended or closed**, whether automatically or manually, due to insufficient balance, inactivity, or failure to restore the required Minimum Balance, any subsequent request to obtain a Dedicated IBAN shall be treated as a **new service request**.

Accordingly, the Business / Corporate Client **may be required** to pay again the applicable **IBAN creation fee**, currently set at **three hundred euros (€300)**, unless **Paradech**, at its sole discretion and where technically and operationally feasible, authorizes the **reactivation of the same account** without assigning a new IBAN.

Paradech reserves the right to **temporarily suspend** the Dedicated IBAN account prior to definitive closure. During any suspension period, the service shall be deemed **inactive** and may remain subject to applicable fees unless expressly stated otherwise.

## 3. General Provisions

All prices are expressed in **euros (EUR)** and **exclude taxes**, unless expressly stated otherwise.

**Paradech** may **automatically deduct** any applicable fees from the available balance.

The suspension or closure of the account does not relieve the Client of compliance with legal, regulatory, or tax obligations arising from prior use of the service.

**Paradech** reserves the right to **retain funds or delay the effective closure** of the account where required by applicable legal, regulatory, or anti-money laundering obligations.