Terms of Service

Digital asset, currency exchange and payment-related services

EFFECTIVE DATE	15 October 2026
LEGAL ENTITY	**NOVARC FINANCIAL LTD.**
INCORPORATION NO.	BC1579964
FINTRAC MSB	N300001947
REGISTERED OFFICE	C/O INCORP PRO, 170-422 Richards Street, Vancouver, British Columbia V6B 2Z4, Canada
WEBSITE	https://novarc.global/canada

1. Acceptance, Definitions and Changes to These Terms

1.1 These Terms of Service (the "Terms") set out the agreement governing access to the digital platforms, applications, interfaces, communication channels and financial and digital asset services made available by NOVARC FINANCIAL LTD. ("NOVARC", the "Company", "we", "our" or "us"). NOVARC is incorporated in British Columbia, Canada, under incorporation number BC1579964, with its registered office at C/O INCORP PRO, 170-422 Richards Street, Vancouver, British Columbia V6B 2Z4, Canada. In these Terms, "you" or "Customer" includes a natural person or legal entity using or requesting access to our services, and an authorized representative where relevant.

1.2 The "Platform" comprises the NOVARC website, any approved portal or application, interfaces and supported electronic communications. "Services" means the transaction, exchange, money transfer, virtual currency and ancillary services that NOVARC makes available to an eligible Customer at the relevant time. "Crypto Asset" means an eligible virtual currency or digital token; "Fiat Currency" means government-issued currency; "Account" means an approved user or business profile and does not necessarily constitute a deposit or stored-value account. A "Quote" is proposed pricing and transaction terms; an "Order" is a transaction instruction accepted by NOVARC for processing.

1.3 You accept these Terms by completing an applicable sign-up or acceptance process, requesting or using a Service, approving a Quote, placing a confirmed Order or otherwise expressing agreement through an approved channel. The Privacy Policy forms part of the contractual framework for use of the Platform. If you do not accept these Terms, you must not access or use the Services. A person acting for an organization confirms that they are authorized to commit that organization to these Terms.

1.4 A separate signed customer contract, agreed pricing schedule or specific transaction confirmation may supplement these Terms. If a provision conflicts, the parties will apply the more specific signed agreement or transaction confirmation to that particular matter, except where mandatory law requires a different outcome.

1.5 NOVARC may update these Terms to accommodate new functionality, legal requirements or operational changes. Updated Terms will be made accessible on the Platform or notified electronically where appropriate. The revised version applies prospectively from its stated effective date; a confirmed transaction is not retrospectively modified without lawful grounds or the parties' agreement. Continued use after an effective update constitutes acceptance to the extent the law permits, but does not replace a separate consent that must be obtained.

2. Services Offered by NOVARC

2.1 The Services may be supplied through online or blockchain-enabled channels and can include supported purchases and sales of digital assets, fiat-to-crypto and crypto-to-fiat conversions, virtual currency exchanges, eligible foreign exchange, remittance or settlement coordination and transaction-specific over-the-counter ("OTC") arrangements. Depending on the product and eligible Customer, examples of Crypto Assets may include BTC, ETH, SOL or USDC. An example is not a commitment to support an asset, country, network or payment method.

2.2 NOVARC may use automated execution, manually negotiated pricing, approved bank or payment rails, blockchain infrastructure and third-party liquidity or settlement providers. Access to each Service depends on local law, onboarding approval, the required regulatory position, provider availability and the characteristics of the proposed Order. We may introduce, limit, replace or withdraw features or supported currencies without promising continuing availability.

2.3 Unless a distinct written arrangement expressly states otherwise and is legally available, the Services operate on a transaction-by-transaction, non-custodial basis. NOVARC does not offer an ongoing bank account, customer deposit, savings account, investment portfolio or custody wallet merely because a Customer may pay funds or transfer tokens to complete a particular Order. Any temporary use of a designated settlement account or technical wallet is exclusively for the Order and is subject to applicable safeguarding obligations where relevant.

2.4 Transactions or ancillary services may be provided directly by NOVARC, facilitated by it, or performed by an identified third-party provider according to the applicable Quote or confirmation. The parties' rights, service fees, settlement method, applicable restrictions and risk allocation for a specific product may be detailed in supplementary terms.

3. Digital Asset Risks and Absence of Advice

3.1 Trading or otherwise using Crypto Assets can result in substantial or complete financial loss. Prices can change quickly; markets may be illiquid; an asset may depeg; issuers and reserve arrangements may fail; and scams, hacking, lost private keys, coding defects, smart-contract vulnerabilities, protocol changes and regulatory developments may affect value and accessibility. The Customer must evaluate these risks before authorizing a transaction.

3.2 Materials supplied by NOVARC, including market information, prices, customer support communications and transaction confirmations, are informational or operational. They are not a recommendation, prospectus or investment, legal, tax or accounting advice. NOVARC does not decide whether an Order is suitable for the Customer's circumstances, aims, experience or tolerance for risk. Independent advisers should be consulted when needed.

3.3 NOVARC does not design or govern decentralized networks, validators, protocol upgrades, bridges, forks, token distributions or airdrops. It is not obliged to support supplementary functions, protocol governance, staking or forked assets. Blockchain finality, network fees and third-party software operate outside NOVARC's direct control; losses attributable to such matters are borne according to applicable law and the express risk allocation in these Terms.

3.4 You remain responsible for determining the tax treatment of transactions, preparing filings, keeping adequate records and obtaining any necessary professional advice. The value of a stablecoin is not guaranteed by its name, denomination or intended reference currency.

3.5 Complaints about conduct or execution can be sent to NOVARC's designated complaints contact at legal@novarc.global. Our target is to acknowledge a sufficiently detailed complaint within five business days and communicate the results of an appropriate review within sixty calendar days, or provide an update if additional time is reasonably needed. These internal steps do not waive any right to contact a competent court, regulator or eligible independent complaint body.

4. Regulatory Position

4.1 NOVARC FINANCIAL LTD. is registered with the Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC") as a money services business ("MSB"), registration number N300001947. According to the registration details supplied for this document, the initial registration date is 17 September 2026 and the stated expiry date is 31 March 2029, subject to subsequent changes, renewal or cancellation. The registered service categories include foreign exchange dealing, remitting or transmitting funds, issuing or redeeming money orders, dealing in virtual currency, payment-service-provider activities and cheque cashing. Registration of a category does not mean each such service is currently offered to every Customer.

4.2 FINTRAC registration concerns obligations under Canadian anti-money laundering and anti-terrorist financing legislation. It is not a banking licence, a prudential guarantee, a governmental endorsement or a confirmation that any asset or transaction is safe. NOVARC is not presented as a bank, deposit-taker, securities dealer, portfolio manager or investment adviser.

4.3 Certain payment activities, if undertaken and within scope, may require registration with the Bank of Canada under the Retail Payment Activities Act ("RPAA") and compliance with operational-risk and end-user-funds safeguarding duties. MSB registration alone does not satisfy a separate RPAA requirement. NOVARC will carry out a regulated activity only when the necessary authorization, registration, exemption or other lawful basis has been established. No RPAA registration status is represented here without separate confirmation.

4.4 NOVARC may decline or limit a Service where a law, sanction, mandatory regulatory requirement, supervisory decision, banking arrangement or third-party restriction prevents it from being lawfully offered. Nothing in the marketing materials overrides these requirements.

5. Profiles, Verification, Security and Access

5.1 You may have to establish a personal or organizational customer profile before transacting. Unless NOVARC expressly approves another arrangement, each Customer may maintain only one profile of the same type. We may reject onboarding, consolidate duplicates, limit functionality, put a profile under review or close access where reasonably justified by identity, sanctions, security, operational, contractual or compliance concerns.

5.2 During onboarding and periodically afterwards, we may ask for names, residential and business details, ownership charts, incorporation records, representative authority, identification documents, source-of-funds or source-of-wealth evidence, intended transaction activity, bank account details or control of wallet addresses. Information must be genuine, current, complete and accurate. You must promptly disclose material changes and cooperate with reasonable verification requests.

5.3 NOVARC and approved verification partners may use government and corporate registers, independent identity checks, sanctions lists, politically exposed person screening, negative-media information, bank ownership checks and blockchain-risk screening. Refusing a necessary verification step may prevent completion of onboarding or settlement. Legal restrictions may prevent us from giving full reasons for a decision.

5.4 You must keep passwords, login credentials, devices, email accounts, authentication tools, wallet keys and approved communication channels secure. Do not share access credentials or permit others to submit instructions in your name. Notify us immediately at legal@novarc.global if you suspect compromise, unauthorized access or a fraudulent Order; we may require re-verification or temporarily stop processing to prevent further loss.

5.5 NOVARC may ordinarily treat an instruction sent from a previously approved account, device, credential or channel as authorized until it has actual notice of a potential compromise and a reasonable opportunity to react. This does not exclude any mandatory rights or liability that Canadian law imposes in relation to unauthorized transactions.

6. Customer Eligibility and Authority

6.1 You must be legally capable of entering binding transactions, have reached the age of majority in your jurisdiction and be situated in a country where the requested Service may lawfully be provided. Availability may differ for individuals, organizations, regulated entities and Customers located outside Canada.

6.2 You must not use the Services if doing so would breach sanctions, an asset-freeze measure, an embargo or other restriction applicable to NOVARC, a Service Provider or the relevant payment chain. This includes restrictions under Canadian law and other applicable sanctions regimes. We may block dealings involving prohibited territories, persons, accounts, wallet addresses or counterparties.

6.3 A representative of a company, partnership, trust or other organization warrants that the organization has been duly established and remains authorized to act; the representative is empowered to transact for it; and any information about its beneficial owners, controllers and counterparties is truthful. Personal access must not be used for undisclosed business activity or on behalf of another person.

6.4 If your professional affiliation, regulatory status or legal duties require employer or supervisory approval to transact in digital assets, you must obtain the approval before using NOVARC. You must promptly disclose any relevant restriction, conflict of interest or possession of material non-public information concerning a supported asset when required for a lawful transaction.

6.5 An MSB, virtual asset service provider, payment institution or other regulated intermediary may be subject to enhanced KYB, compliance-program review and contractual approval. Absent NOVARC's express written approval, such a Customer may use the Services for its own permitted treasury purposes only, not as an undisclosed processing, liquidity or settlement channel for its underlying customers.

6.6 You must stop requesting affected Services and inform us without delay if you no longer meet an eligibility condition. NOVARC may require renewed verification before reinstating access.

7. Restricted Activities and Acceptable Use

7.1 You must not use NOVARC for money laundering, terrorist financing, sanctions evasion, bribery, market abuse, tax evasion, fraud, trafficking, unlawful gambling, ransomware, stolen property, intellectual-property infringement or activity that is otherwise prohibited by law. You must not transact for hidden principals, sanctioned beneficiaries or unlawful sources of funds.

7.2 You must not impersonate another Customer, misstate identity or beneficial ownership, split transactions to defeat controls, bypass limits, interfere with security, exploit an error, manipulate trading or settlement, send malicious software, scrape proprietary systems, reverse-engineer the Platform unlawfully, or use the Services to create a competing product without permission. Harassment or threatening conduct towards staff or other users is prohibited.

7.3 Without express written permission, a regulated intermediary may not route payments, pool assets, submit Orders, maintain access or conduct remittances for undisclosed third-party customers through its NOVARC profile. NOVARC may examine the underlying transaction purpose and request contractual, licensing and AML materials for any proposed exception.

7.4 Certain sectors may be declined or subject to special approval, including unlawful or unlicensed investment and credit activities, restricted financial businesses, counterfeit or infringing goods, controlled drugs, unauthorized pharmaceutical products, illicit adult services, deceptive or predatory schemes, multi-level marketing structures presenting unacceptable risk and other categories identified in a lawful risk policy or by an essential payment partner. A prohibited-sector policy does not override any requirement to assess cases fairly under applicable law.

7.5 To maintain legal and financial-crime controls, NOVARC may review transactions, request a payment trail, investigate bank or wallet ownership and require clarification of counterparties, originators, beneficiaries or source of wealth. You must reasonably assist. Where risk warrants, NOVARC may refuse an Order, pause delivery, suspend access, return an amount through an approved channel or make a legally required disclosure, without giving advance notice where prohibited or unsafe.

8. Purchasing and Selling Crypto Assets

8.1 A Customer may ask NOVARC to buy or sell a supported Crypto Asset in exchange for Fiat Currency or another permitted asset. Before confirmation, NOVARC may communicate a Quote showing the proposed price or exchange rate, fee or spread, volume, payment method, expiry and delivery instructions. The term "Stated Price" refers to the rate expressly accepted in a confirmed Quote, not a general website indication.

8.2 NOVARC may set transaction limits and require adequate verified funding. You must have sufficient available money or tokens and must use a bank account or wallet that has been approved for the relevant Order. Cash, anonymous transfers and third-party payments are not accepted unless expressly and lawfully approved. Incoming amounts that cannot be matched or verified may be delayed, rejected or returned after required checks.

8.3 An Order is binding only when NOVARC confirms acceptance through an approved process. A confirmed Order may be irreversible once payment, market execution or blockchain transmission has begun. The confirmed price may cease to apply if the Customer misses the stated funding deadline, transfers an insufficient amount or sends assets from a prohibited or unidentified source. The Company may then seek fresh confirmation or cancel the affected Order, subject to mandatory law.

8.4 High market volatility, insufficient liquidity, congestion, banking cut-off times, network errors or verification issues may cause execution or delivery delays. If a clear manifest pricing or processing error occurs, NOVARC may take commercially reasonable corrective action, including cancellation before completion or mutually agreed adjustment, without derogating from any non-waivable customer remedy.

8.5 Where an Order is settled to an external bank account or blockchain wallet, you are responsible for checking the beneficiary name, account details, network, wallet address and any required memo or destination tag. Blockchain transfers generally cannot be recalled. NOVARC may require confirmation of ownership or control of an external wallet and apply additional checks to higher-risk addresses.

8.6 NOVARC is not a party to a Customer's separate purchase of goods or services from merchants or recipients paid using Crypto Assets, unless specifically identified as such in another contract. Any disagreement about those separate goods or services must normally be pursued against the relevant merchant or counterparty.

9. Supported Assets and Blockchain Networks

9.1 Only assets, chains, token contracts, payment methods and networks specifically confirmed by NOVARC for an Order are supported. Assets may be added or removed according to compliance, market liquidity, technical integrity or provider access.

Published examples of virtual currencies do not guarantee continued support or the availability of every blockchain implementation of an asset.

9.2 Unless announced in writing for a particular Service, NOVARC does not support sidechains, wrapped versions, forks, airdrops, staking entitlements, protocol voting rights or other supplemental functionalities. A token sent to a wrong address, unapproved contract or unsupported network may not be retrievable.

9.3 Fees and confirmation times charged by third-party networks, validators or miners may change independently of NOVARC. We may postpone settlement if a blockchain is reorganized, attacked, unavailable or presents an unacceptable integrity risk. You bear risks inherent in the network to the extent legally permissible, while NOVARC remains responsible for duties that applicable law does not permit it to disclaim.

10. Privacy and Disclosure

10.1 NOVARC collects and processes personal information needed for onboarding, identity verification, transaction execution, compliance and security as described in its Privacy Policy. The Privacy Policy should be read together with these Terms, including its explanations concerning data rights and international processing.

10.2 Personal information and transaction records may need to be shared with FINTRAC, tax authorities, sanctions bodies, courts, competent regulators or law-enforcement agencies, as well as approved banks, payment partners, verification services, fraud-monitoring vendors and affiliates when legally justified. NOVARC may be barred from revealing particular reporting or investigation activity.

10.3 We do not ask Customers to send private keys, wallet recovery phrases or full authentication secrets by email. You should use approved secure submission channels for sensitive records and contact privacy@novarc.global with privacy-related questions.

11. Service Disclaimers and Warranties

11.1 Subject to warranties and obligations that cannot be excluded by law, NOVARC makes the Platform and Services available on an "as available" basis and does not warrant that a transaction will be completed by a particular time, that market prices will remain unchanged or that networks, counterparties and systems will always function without interruption. Legal guarantees, if any, remain unaffected.

11.2 Technological services can be affected by malware, compromised devices, cyber incidents, telecommunications failures, unauthorized interception and independent third-party outages. Reasonable security precautions reduce, but cannot eliminate, such risks. Customers must secure their own systems and verify transaction instructions independently.

11.3 NOVARC does not guarantee that any information, technical component, digital asset, token network or third-party provider will meet a Customer's individual requirements, be error-free or provide a particular economic result. Nothing here limits obligations relating to fraud, wilful misconduct, gross negligence or any non-excludable statutory protections.

12. Events Beyond Reasonable Control

12.1 NOVARC will not be responsible for a failure or delay directly caused by circumstances reasonably beyond its control, such as extreme weather, natural catastrophe, armed conflict, public-health emergency, labour disruption, a lawful government restriction, major banking outage, material communications or power disruption, cyberattack or blockchain network failure, to the extent that applicable law permits such an exclusion.

12.2 If such an event affects a confirmed Order, the parties will take reasonable measures to reduce resulting harm, preserve relevant records and resume processing or arrange a legally permissible return or settlement when practicable. Already accrued obligations are not extinguished merely because performance has been delayed.

13. Liability and Allocation of Loss

13.1 As far as legally permissible, NOVARC is responsible for direct and reasonably foreseeable loss proven to arise from its own breach of these Terms. NOVARC is not responsible for speculative profits, lost trading opportunities, diminished market value, indirect business interruption or consequential harm resulting from independent blockchain behavior, customer error, third-party failure or other risks allocated to the Customer by these Terms.

13.2 Subject always to statutory rights and liabilities that cannot be restricted, the aggregate liability of NOVARC arising out of the Services under these Terms is limited to CAD 500 per Customer for the relevant claim or series of closely connected claims. This monetary limit does not apply to NOVARC's fraud, wilful misconduct, gross negligence or any other conduct or obligation for which a limitation is legally ineffective.

13.3 The same legally permissible allocation applies to claims linked to compromised customer credentials, use of unsupported networks, inaccurate wallet instructions, payment recalls, interruptions, pricing volatility, banking or provider delays, unsuccessful tax reporting, security threats outside NOVARC's control and lawful compliance suspensions. The Customer bears an evidentiary and mitigation duty only to the extent consistent with applicable law.

13.4 No limitation in these Terms eliminates legally protected rights concerning unauthorized payments, statutory safeguarding, deceptive practices or other mandatory consumer protection. If a particular disclaimer or cap is unenforceable, it shall be applied only to the extent allowed rather than invalidating the balance of the agreement.

14. Pausing, Closing and Ending Access

14.1 You may ask to end your relationship or cease using the Services at any time, subject to amounts due, outstanding confirmed Orders, lawful investigations and mandatory retention requirements. NOVARC may suspend, limit or end access when reasonably necessary for sanctions, AML/ATF, suspected fraud, missing verification, misuse, operational security, unacceptable provider risk or a serious breach of these Terms.

14.2 Where advance notice is lawful and reasonably possible, NOVARC will provide it; immediate action may be taken where a delay would create a security or legal risk or disclosure is restricted. Suspension does not guarantee preservation of the market value of a token or the availability of an expired price quote.

14.3 If a Service is discontinued or an Order cannot lawfully proceed, NOVARC will seek an orderly settlement or return to an approved origin account or wallet once relevant checks are satisfied. Unavoidable external fees may apply if disclosed and legally recoverable. Regulatory reporting and legal holds may continue after access ends.

14.4 NOVARC may revise or discontinue features in response to changes in service providers, law, technology and risk. Rights already accrued and clauses intended to survive, including payment, complaints, records, privacy, responsibility for loss and governing law, continue after termination.

15. Independent Websites, Content and Providers

15.1 The Platform may display or link to material controlled by others, including media platforms, websites, banking interfaces, wallet applications and external service providers. Such content may be incomplete, inaccurate or unsuitable. Providing a link does not constitute sponsorship, endorsement or a warranty concerning its operator.

15.2 Access to independent websites, blockchain protocols and third-party products is governed by those parties' own terms, privacy notices and security practices. Commercial disputes between you and an independent third party should ordinarily be addressed to that party. NOVARC is responsible for its own acts and legally non-excludable duties but does not control independent third-party content or availability.

16. Applicable Law and Courts

16.1 These Terms and contractual disputes arising from NOVARC's Services are governed by the laws of British Columbia and the applicable federal laws of Canada, excluding conflict-of-laws rules to the extent permitted by law.

16.2 Unless mandatory legal rules provide otherwise, the parties may bring proceedings in courts with jurisdiction in British Columbia. A Customer's non-waivable rights to proceedings or remedies in another competent forum are preserved. Parties are encouraged to attempt a reasonable written resolution before pursuing litigation, without delaying urgent relief or a mandatory filing deadline.

17. General Legal Provisions and Contact

17.1 The Terms, Privacy Policy and any applicable written customer agreement, accepted Quote or Order confirmation constitute the contractual documentation for the relevant Service. Prior informal statements do not override a clear confirmed transaction document. Each document applies according to its subject and mandatory legal rules.

17.2 NOVARC may assign the agreement as part of a lawful merger, sale, restructuring or transfer of its business, subject to applicable notice and consent requirements. Any other transfer by NOVARC will be handled in accordance with governing law. A Customer may not transfer obligations or approved access to another party without NOVARC's prior written consent, except where law provides otherwise.

17.3 Notices, confirmations and compliance communications may be delivered to the Customer's approved email address, mobile number or designated Platform channel where electronic notice is legally sufficient. You must maintain current contact information and reasonably monitor transaction and security messages. We will not use these provisions to displace mandatory notice requirements.

17.4 Invalidity or unenforceability of one clause does not prevent application of the remaining provisions. A waiver applies only where expressly given in writing; delay in exercising a right is not, by itself, a waiver. Headings are for navigation and do not alter interpretation. The parties request that contractual communications be in English, subject to any mandatory language requirements.

17.5 These Terms may survive completion, suspension or closing of an Account to the extent needed to settle existing liabilities and maintain enforceable duties concerning regulatory records, confidentiality, applicable disclaimers, disputes, recovery and data protection.

17.6 Legal notices, service concerns and complaints: legal@novarc.global. Privacy requests: privacy@novarc.global. Website: https://novarc.global/canada. Registered office: C/O INCORP PRO, 170-422 Richards Street, Vancouver, British Columbia V6B 2Z4, Canada.

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