

General Terms and Condition

1. About Us and our Service

- 1.1. Jivara Global Limited ("Jivara") is incorporated in Canada and licensed in Canada to provide Foreign Exchange, Money Transferring, Virtual Currency Dealings in Canada by the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC). You can check "Jivara" license status by visiting the "FINTRAC" financial institutions directory <https://fintrac-canafe.canada.ca/msb-esm/>.
- 1.2. This Agreement sets out the terms governing the services provided by Jivara to you and your use of your Jivara Account. These terms and conditions together with our Privacy Policy, Terms of Use and any other terms and conditions referred to therein, constitute the legal relationship between you and us. BY CHECKING "I HAVE READ AND AGREE", OR BY DOWNLOADING, ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU (A) HAVE THE RIGHT, CAPACITY AND AUTHORITY TO ACCEPT THIS AGREEMENT, (B) HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING the then-current additional terms applicable to the Services and the Privacy Policy.
- 1.3. We recommend you keep a copy of this Agreement for your records. You can however always access the latest version by visiting <http://jivara.global/>. We may, in our sole discretion, amend, revise or update this Agreement and any additional or supplementary terms that may apply. Your continued use of the Jivara Account services after any changes to the Agreement shall constitute your consent to such changes.
- 1.4. Depending on the Jurisdiction and Service involved, Jivara may use the services of one or more Service Providers to execute or assist in our Service provision to you, including payment processing, holding your fiat currency and Crypto Assets. You may be required to agree to separate terms of use and related agreements before you may access the services provided by these Service Providers. Please read the relevant Service Provider's terms that may be applicable to you as set out in the Supported Jurisdiction & Service; Service Providers List. You further consent to our disclosure of your information and materials to those Service Providers involved in facilitating the provision of Service to you. You acknowledge and agree that we are under no obligation to activate the relevant Service for you unless and until the relevant Service Providers have accepted you as their customers (where applicable). To the greatest extent permitted by Applicable Law, we shall not be liable for the default or the acts or omissions of any Service Providers.
- 1.5. The services to be provided by Jivara under this Agreement shall be offered at Jivara sole discretion. Jivara reserves the right, at its sole discretion, to offer, modify, suspend or terminate

any or all of the services provided to you under this Agreement at any time without penalty.

2. Applying for a Jivara Account

- 2.1. In order to open a Jivara Account, Jivara requires:
 - 2.1.1. you to complete our Application Form (online or paper-based document);
 - 2.1.2. confirmation of your acceptance of this Agreement, the Terms of Use and our Privacy Policy in a form acceptable to us; and
 - 2.1.3. receipt of any information and/or documentation requested by us to ensure we meet our Compliance Obligations.
- 2.2. During the application process, you will be subject to Jivara Know Your Customer ("KYC") process and approval policies in place at the time of your application. As part of the registration process, you will need to accept this Agreement and other Jivara policies that will be included in the registration process. Depending on the types of services you register for, you may be asked to provide additional information or documents or to accept additional or supplementary terms and conditions covering such services. You represent and warrant that all information provided by you to Jivara during the application process and any time thereafter is and will be truthful, complete and accurate. You represent and warrant that any person who completes the Application Form and confirms the acceptance of this Agreement, the Terms of Use and our Privacy Policy is duly authorised by you to apply for a Jivara Account with us.
- 2.3. You shall immediately notify us and provide copies of and access to any relevant information about any of the following at the point of account registration as well as throughout the course of this relationship, or when reasonably requested by us:
 - 2.3.1. if you are authorized to issue bearer shares;
 - 2.3.2. if you have issued and maintain any bearer shares;
 - 2.3.3. in the event that there are any changes in legal and/or beneficial ownership of any bearer shares issued by you; and
 - 2.3.4. in the event that any new bearer shares are issued by you.
- 2.4. On our acceptance of you as a Client, we will send you a notification informing you that your Jivara Account is open and ready to use.
- 2.5. If you do not use your Jivara Account for a period of 12 months or more we may suspend or terminate services for your account. We may also require you to provide such documentation and information that we may reasonably request to assist us in meeting our Compliance Obligations and you may need to re-apply to open a Jivara Account.
- 2.6. The Jivara Account is registered to the person or legal entity recorded with us as the account holder, and any money held is held for the registered

account holder. You, as the registered account holder, may not assign your Jivara Account, or any right that you may have in relation to the Jivara Account (including the money held), to third parties or grant third parties any legal or equitable interest over it.

- 2.7. By opening a Jivara Account, you represent and warrant to us that your opening and use of a Jivara Account does not violate any Applicable Law or related regulations, and you shall indemnify us against any and all losses we incur in connection with your breach of this clause.
- 2.8. Our obligations under this Agreement are conditional on our acceptance of you as a Client which is at our sole discretion and we reserve the right to decline to open a Jivara Account for you without specifying a reason.
- 2.9. The Jivara Account is provided as a commercial tool to support the business activity of the registered account holder; you agree that you will not use your Jivara Account for personal, family or household purposes or for any purposes in relation to the business activity of any third party. Should we determine, in our reasonable opinion, that you are using your Jivara Account for personal, family or household purposes or for any purposes related to the business activities of any third party, we may, and you agree that we may, immediately suspend access to your Jivara Account.
- 2.10. If you are an individual, you must be 18 years or older to open and use the Jivara Account service.
- 2.11. We may require you to provide us with additional information and documents from time to time prior to using the Jivara Account. Such additional information might include documents allowing us to verify the source of the funds, including but not limited to invoices for products and/or services delivered for which you are being paid, and payment confirmation from the entity sending the funds. We may request additional information to enable us to comply with any Applicable Law and our Compliance Obligations. Such information will be used in conjunction with other information we have in connection with your use of the Jivara Account. Failure to provide such requested information in the manner and within the timeframe as requested may result in our denying your use of the Jivara Account. All information you provide us must be accurate and complete. If we cannot verify that this information is accurate, we may deny your use of the Jivara Account, or terminate your use of the Jivara Account.
- 2.12. Without prejudice to clause 4 below, where you also enter into an agreement with Jivara in relation to related services by Jivara:
 - 2.12.1. **Where you are a sole proprietor:** you understand and accept, and consent to the fact, that we may collect, use and disclose information (including personal information) you provide to Jivara to Jivara's affiliated companies, for the purposes of enabling Jivara's affiliated companies to (i) provide the forwards and related services, and (ii) comply with Applicable Law (including KYC/CDD requirements), as well as for us to use and disclose that information to comply with our regulatory obligations under Applicable Law (including KYC/CDD requirements). You can withdraw your consent at any time, and you understand

and accept that if you withdraw your consent, we may not be in a position to continue providing you with the Jivara Account. We are committed to protect your privacy rights under Applicable Law (including the PIPEDA), and more information on how we process any personal information you provide to us can be found in our Privacy Policy;

- 2.12.2. **Where you are a corporation or partnership:** You acknowledge and agree that it is necessary for us to disclose the information you provide to Jivara to Jivara's affiliated companies, for the purposes of enabling Jivara's affiliated companies to (i) provide the forwards and other related services, and (ii) comply with Applicable Law (including KYC/CDD requirements).

3. Your Jivara Account

- 3.1. Your Jivara Account is an electronic ledger records unique to you which, amongst others, accounts for the Crypto Asset and fiat currency held by us and/or our Service Providers for you and their current value, which enables you to send and receive electronic or non-cash payments. For more information, please view the FAQ section at <http://jivara.global/>.
- 3.2. You can withdraw and add funds to your Jivara Account at any time however; your Jivara Account may be subject to payment upload and/or withdrawal limits or other restrictions imposed by us at our sole discretion from time to time. We will always provide you with reasonable notice prior to imposing any limits or other restrictions on your Jivara Account. Such withdrawal must be to an account in the same name as your Jivara Account), or where permitted by us, that of your legal representative, director, or ultimate beneficial owner, subject to Applicable Law and our policies and procedures. You may add or remove a beneficiary at any time prior to instructing a payment to the beneficiary. More details on making payments are in "Sending Payments using your Jivara Account" below.
- 3.3. We may suspend access to, disable or place limits on your Jivara Account without prior notice to you should we have reason to believe that your Jivara Account is being used in, has been used in or has been associated with, any fraud or attempted fraud or other illegal activity under Applicable Law or if we believe your Jivara Account has been compromised or used in any way which is contrary to this Agreement (including but not limited to if we reasonably suspect that you are in breach of this Agreement) or for the prevention of financial crimes and other unlawful activities. In the event that we suspend your account, we will contact you using the contact details, including but not limited to telephone and/or email that we have of you and which we reasonably believe to be secure, unless we determine that we are prohibited from doing so pursuant to Applicable Law.
- 3.4. When you send funds to us, we will issue you with electronic money to your Jivara Account for that same value. Values of electronic money held for you in your Jivara Account are held in bank and/or Service Provider accounts which are independent of our business bank accounts.
- 3.5. You agree that we shall not pay interest on funds held by us for you and we may retain, for our own benefit, any interest which accrues from funds held in any Jivara accounts.

- 3.6. We are required to identify and verify all funds received from third parties on your behalf and such third parties will need to be verified in accordance with our due diligence procedures before we are able to release your funds or make any onward payment.
- 3.7. Whenever you pay funds to us you should always ensure that you are using the most up to date account details provided to you by us. In the event that you instruct your funds to be transferred to an incorrect account held in the name of Jivara you agree that we have permission to facilitate the necessary transfers in order to move the funds to the correct account without further notice to you.
- 3.8. We may, without your consent, cancel or reverse any transactions dealt through your Jivara Account or make any consequential adjustments to the balance in your Jivara Account (including deductions) in circumstances where (i) there is a need to correct any errors, unauthorised debits or other transactions or entries arising from whatever cause, including, but without limitation, forgery, fraud, lack of authority or negligence of the account holder or any other person; and/or (ii) we have reasonable grounds to believe that any of the events described in clause 3.3 above has occurred.
- 3.9. You understand and agree that Jivara is not a bank and your Jivara Account is not a bank account nor does it offer deposit, savings or other features or benefit of a traditional bank account.

4. Personal Data and Jivara Account Security

- 4.1. By asking us to provide you with services under this Agreement, you will be providing us with information which includes information that may be personal data within the meaning of the PIPEDA which we as a data controller, collect, store and process in accordance with the principles of the PIPEDA.
- 4.2. We will use your personal information to allow us to provide you with our services and to assess our risks in doing so.
- 4.3. In respect of any and all information (which may include personal information and data) you provide to us, you warrant and represent that such information is provided to us in accordance with all Applicable Law (including the PIPEDA), and that all necessary consents and authorisations have been obtained in accordance with applicable laws in respect of your provision of such information to us for us to use that information for the purposes envisaged by this Agreement.
- 4.4. If you provide us with personal information relating to another person, including but not limited to any Authorised Users, beneficiaries, directors, and beneficial owners of corporate entities, you must get consent from that person(s) for you to share such information in accordance with this Agreement and the Privacy Policy.
- 4.5. We may send your personal data to other companies in the Group. Companies in the Group will protect Client information using a strict code of security. We also reserve the right to share information with other organisations, such as banks, financial institutions, e-commerce platforms, Payment Service Providers or other persons, for the detection or prevention of crime (including but not limited to fraud, money laundering and terrorism financing) or other abusive behaviour or in order to provide the services under this Agreement.
- 4.6. We may conduct soft searches through an identity-referencing agency and through other sources of information and use scoring methods to verify your identity; these soft searches do not affect your

credit score. If you are a corporate entity or business, we may conduct these types of searches on your directors, shareholders or Authorised Users.

5. How to upload funds to your Jivara Account

- 5.1. If you would like to upload funds you will need to log into your Jivara Account and follow upload instructions. Unless otherwise permitted by us, the account from which you upload funds from must be in the same name as your Jivara Account. We may request that you answer security questions when uploading funds to your Jivara Account.
 - 5.2. You will be provided with unique account details ("**Account Details**") for each currency denominated wallet you select for your Jivara Account. You can use your Account Details to upload funds to your Jivara Account.
 - 5.3. You should not, under any circumstances, deposit physical cash (coins and notes), cheques or banker's drafts into any of our accounts.
 - 5.4. You should be aware that using the Jivara Account to receive incoming funds does not necessarily mean that these transactions cannot be reversed. We reserve the right to reverse a payment in our sole discretion, including but not limited to in the case of an erroneous payment, or if your bank or payment service provider has reversed (or is reasonably likely to reverse) a payment which was used to fund the top up, or should we have reason to believe that your Jivara Account is being used in, has been used in or has been associated with, any fraud or attempted fraud or other suspicious or unlawful activity if we believe your Jivara Account has been compromised or used in any way which is contrary to this Agreement (including but not limited to if we reasonably suspect that you are in breach of this Agreement) or for the prevention of financial crime, or any other reasons related to compliance with Applicable Law (including Applicable Law on anti-money laundering, export controls or sanctions) or Jivara's risk management policies or procedures. To the extent you receive any funds in error, you agree to immediately notify Jivara and consent to Jivara reversing the transaction where necessary.
 - 5.5. Jivara reserves the right to reject or limit or hold payments and funds transfers to you at any time at our sole discretion. Collection capability for your Jivara Account may be subject to restriction, and payments and funds transfers to you may be suspended or rejected for any reason, including but not limited to reasons related to compliance with Applicable Law (including Applicable Law on anti-money laundering, export controls or sanctions) or Jivara's risk management policies or procedures. When rejecting a payment or funds transfer to you, Jivara will be under no obligation to disclose the reason for the rejection.
 - 5.6. Any costs and expenses associated with the declined incoming fund transfers shall be borne by you or the payer, as applicable. If an incoming fund transfer is rejected for any reason, fees may be charged by the bank, financial institution or Payment Service Provider sending the payment or fund transfer. You are solely responsible for any fees incurred in connection with payments or fund transfers that are rejected.
- #### **6. Sending Payments using your Jivara Account**
- 6.1. You can instruct a payment by logging into your Jivara Account and by doing so you are requesting Jivara to effect a Payment Transaction for you and each payment Instruction will be an individual contract between you and Jivara.

- 6.2. In order to instruct a Payment Transaction using your Jivara Account you will need to have enough funds available in your Jivara Account in the corresponding currency denomination taking into account any fees or costs associated with the transaction. Failing to have sufficient funds in the required currency will result in Jivara not executing your Payment Transaction. Jivara will execute your Payment Transaction after it has made deduction of any amounts due to Jivara.
- 6.3. You will also need to provide us with the beneficiary account details and it is your responsibility to ensure the beneficiary account details are accurate and complete. We may require you to confirm by electronic means any beneficiary account details provided by you. The beneficiary account details provided by you are the details that Jivara will use when instructing your payment(s). Jivara will not be liable to you if (a) the payment is instructed late as a result of you providing incomplete beneficiary account details or your late response in confirming electronically any Instructions if requested to do so, or (b) if your funds are received by the wrong beneficiary as a result of you providing incorrect beneficiary account details. However, we will use reasonable efforts to assist you in recovery of your lost funds and we reserve the right to charge you a fee for our reasonable costs in doing so.
- 6.4. When you provide us with an Instruction to effect a Payment Transaction through your Jivara Account, we may provide an onscreen opportunity for you to confirm the Payment Transaction and recipient credentials before we execute the Payment Transaction. If there are any errors, you must notify us immediately.
- 6.5. We may, from time to time in our sole discretion, allow you (acting by yourself or through any Validly Authorised Third Party) to subject all or any part of your funds in your Jivara Account to a "Hold", for the purposes of securing any present and future obligations and liabilities (whether actual or contingent) that you owe or may owe to a third party ("**Entitled Third Party**"), and for such time as needed to secure such obligation and/or liability.
- 6.6. When you (acting by yourself or through any Validly Authorised Third Party) provide an Instruction to us to subject the funds in your Jivara Account to a Hold, we will reflect such amount as a separate balance in your Jivara Account. You will not be able to execute any Payment Transaction in respect of funds subject to a Hold, except to the Entitled Third Party for the sole purpose of discharging the obligation or liability that you owe to the Entitled Third Party for which you have initiated the Hold. For the avoidance of doubt, you hereby authorise Jivara to accept any Instruction from a Validly Authorised Third Party to transfer funds in your Jivara Account which are subject to a Hold to any Entitled Third Party.
- 6.7. For the avoidance of doubt, funds in your Jivara Account which are subject to a Hold are received and held by Jivara on your account, and not on the account of the Entitled Third Party.
- 6.8. If you wish to recall a payment which was instructed by Jivara in accordance with your Instruction, we will make reasonable efforts to assist you with a recall; however, we will not be liable in the event that a recall is not possible or successful. Similarly, if a payment has been credited to a beneficiary's account, we can usually only recall the payment with the consent of the beneficiary account holder. We reserve the right to charge an administration fee representing our administration costs in attempting to recall each payment in addition to any direct costs incurred by Jivara. We will not be liable for any delays, charges or losses incurred due to the cancellation or recall of a payment and you agree to indemnify us for any charges or fees incurred by us assisting you in the attempted or actual recall of any payment and against any claims arising as a result of this recall.
- 6.9. Jivara may refuse your Instruction to make a payment if you have not satisfied your obligations under this Agreement (including but not limited to a failure by you to supply accurate and complete payment Instructions for the beneficiary of the payment) or if we believe the payment to be unlawful. Jivara will not be liable to you if we delay or refuse to carry out a transaction. In these circumstances, we reserve the right to charge you a fee to cover our reasonable costs for rectifying any payment detail errors that led to the refusal. We are not obliged to notify you of our refusal to execute the proposed transaction where we believe that such a notification would be unlawful. We are not obliged to disclose the reason for the rejection.
- 6.10. If we receive a payment Instruction at or before 4.00pm (local time of relevant bank or Service Provider) on a Business Day, your payment Instruction will be deemed to have been received by us on that Business Day. If your payment Instruction is received after 4.00pm (local time of relevant bank or Service Provider) or on a day that is not a Business Day, your payment Instruction will be deemed to have been received on the next Business Day.
- 6.11. We may transmit a notification upon receipt of an Instruction to effect a Payment Transaction. You are responsible for ensuring that the notification is in accordance with your Instruction. Any notification that an Instruction has been received and/or a Payment Transaction has been effected through your Jivara Account will be provided via electronic communications. Such notification shall be deemed to have been received by you immediately after transmission and you should check such notification. You should contact us if you do not receive any notification within the time usually required for a similar notification to be received.
- 6.12. For transactions to beneficiary banks, the maximum execution time is seven (10) Business Days following the date you instruct us to make payment.
- 6.13. Although, in most cases, we are able to specify the execution time needed for the payment to reach the beneficiary bank, we cannot be responsible for any delays caused by:
- 6.13.1. verification checks such as requests for further information;
 - 6.13.2. sufficient funds not being received; and/or
 - 6.13.3. the beneficiary bank's (or their correspondent bank's) processing of the payment;
- and so cannot guarantee that the beneficiary's bank will make the funds available to the beneficiary on the day that it receives payment.
- 6.14. You consent to us disclosing your information to the beneficiary's financial institution or Payment Service Provider, or (where applicable in certain circumstances) an intermediary, including your full name, address, Jivara Account number and any other details as are required to be sent to the beneficiary's financial institution or Payment Service Provider, or the intermediary to enable us to provide the services under this Agreement and/or to comply with our Compliance Obligations and/or to enable the beneficiary's financial

- institution or Payment Service Provider, or the intermediary to comply with all applicable regulations.
- 6.15. In some circumstances, intermediaries (such as correspondent banks) may be involved in an international payment and they or the beneficiary's financial institution or Payment Service Provider may deduct a charge or fee. You agree to be liable for such charges or fees. Please advise us if a specific amount must arrive in the beneficiary account, as we may be able to calculate any undefined charges in advance. You should ensure that you clearly discuss third party fees and charges when providing us with an Instruction to make a payment. We will not under any circumstances be liable for any direct or indirect losses that result from intermediary, correspondent or receiving bank or any other third party fees or charges.
 - 6.16. If you have an agreement under which you have given a third party your permission to debit your Jivara Account directly, we may accept instructions to debit your Jivara Account directly from that third party.
 - 6.17. Jivara will not be liable for any delays, charges or losses incurred due to other organisations, such as banks, financial institutions, e-commerce platforms, Payment Service Providers or other persons.
- 7. Receiving Payments using your Jivara Account**
- 7.1. When Jivara receives cleared funds for you, we will credit your Jivara Account in the corresponding currency denomination. You should regularly check your transaction history and account balances. If your Jivara Account has the functionality to receive funds from third parties, you must provide such payers with the correct Account Details. The Account Details that we provide to you are only a means for us or our affiliates to receive funds from you or third parties into a bank account held by us or our affiliates so that we can credit your Jivara Account. The Account Details are not a bank account number for a bank account held by you.
 - 7.2. Subject to clauses 7.7 to 7.11 (inclusive) below and clause 10 of Schedule 1 (Terms of Use) hereto, if we or our affiliate receives funds that are sent to the Account Details that we have provided to you, the receipt of such payment will constitute payment in full of such amount to you and discharge the payor's obligation to you in the amount received, and your recourse for such amount will thereafter be against Jivara as part of your Jivara Account balance. Jivara will not be liable for funds that are delayed or lost due to you providing an incorrect Account Detail. However, we will use reasonable efforts to assist you in recovery of your lost funds and we reserve the right to charge you a fee for our reasonable costs in doing so. Please refer to the Terms of Use for further information on receiving funds from third parties.
 - 7.3. We may in our sole discretion transmit a notification to you when funds are received into your Jivara Account.
 - 7.4. If Jivara receives funds for you in a currency denomination for which you are not registered, Jivara will convert the funds to a registered currency at the available spot rate and you may be charged a fee representing the actual costs incurred by Jivara as a result. The funds will be credited to your Jivara Account.
 - 7.5. Your Jivara Account can hold balances for you for as long as your Jivara Account is open. Please see clause [13](#) for details relating to termination of account services.
 - 7.6. Our services to you under this Agreement do not extend to the actual purchase of any products or services you purchase using your Jivara Account.
 - 7.7. If there is a recall of funds made through automated clearing house network, Jivara may at any time, without notice to you use any funds in your account to return the requested sum, or to settle any liability that you owe to Jivara resulting from such recall, whether the liability is present or future, liquidated or unliquidated.
 - 7.8. In the event that the balance of your Jivara Account is insufficient to cover the recalled amount, you agree that Jivara may, at its sole discretion, impose restrictions on the way you use your Jivara Account (including but not limited to restrictions on transfer and/or withdrawal of funds), until the amount is restored.
 - 7.9. You should be aware that using the Jivara Account to receive incoming funds does not necessarily mean that these transactions cannot be reversed. We reserve the right to reverse a payment in our sole discretion, including but not limited to in the case of an erroneous payment, or if the payer or the payer's bank or Payment Service Provider has reversed (or is reasonably likely to reverse) a payment which was used to fund the payment to you, or should we have reason to believe that your Jivara Account is being used in, has been used in or has been associated with, any fraud or attempted fraud or if we believe your Jivara Account has been compromised or used in any way which is contrary to this Agreement (including but not limited to if we reasonably suspect that you are in breach of this Agreement) or for the prevention of financial crime, or any other reasons related to compliance with Applicable Law (including Applicable Law on anti-money laundering, export controls or sanctions) or Jivara's risk management policies or procedures. To the extent you receive any funds in error, you agree to immediately notify Jivara and consent to Jivara reversing the transaction where necessary.
 - 7.10. Jivara reserves the right to reject or limit payments and funds transfers to you at any time at our sole discretion. Payments and funds transfers to you may be rejected for any reason, including but not limited to reasons related to compliance with Applicable Law (including Applicable Law on anti-money laundering, export controls and sanctions) or Jivara's risk management policies or procedures. When rejecting a payment or funds transfer to you, Jivara will be under no obligation to disclose the reason for the rejection.
 - 7.11. Any costs and expenses associated with the declined incoming fund transfers shall be borne by you or the payer, as applicable. If an incoming fund transfer is rejected for any reason, fees may be charged by the bank, financial institution or Payment Service Provider sending the payment or fund transfer. You are solely responsible for any fees incurred in connection with payments or fund transfers that are rejected.
- 8. Fees and Costs**
- 8.1. We will let you know the exact amount payable by you in connection with a Jivara Account transaction when you set up such transaction.
 - 8.2. From time to time, we may update foreign exchange rates and transfer fees and will notify you of any such change.
 - 8.3. Notwithstanding clause 8.2, changes to the Jivara Account fees and costs that are favorable to you may be applied immediately and without notice.
 - 8.4. Any difference between the foreign exchange rate offered to you and the foreign exchange rate received by us will be kept by us. For further

information, please contact us using any of the contact methods outlined in clause 10 below.

9. Prohibited Transactions

- 9.1. As mentioned in clause 2, the Jivara Account is provided as a commercial tool to support businesses only and there are selected types of business activities that we are not able to support. Furthermore, there are jurisdictions in which we are not permitted to operate. Please regularly refer to the Terms of Use for further information on transactions that we are not able to assist you with.
- 9.2. We will not be liable to you in the event we refuse a transaction falling within a category detailed as a Prohibited Transaction in the Terms of Use.

10. Getting in Touch

- 10.1. You can contact us during office hours by completing our call back request or by using any of the contact methods outlined on our website which can be found at <http://jivara.global/>.
- 10.2. We will usually contact you using the primary email address or telephone number recorded on your Jivara Account. In addition to communicating via email and telephone, we may also communicate with you via letter (using the address details you provide) and text message (SMS) where appropriate. By opening a Jivara Account, you agree that you have regular access to the internet, that you will check your incoming messages frequently and that you are able to store information sent to you by email for example by retaining for future reference an email sent to you by us. We may contact you in relation to your obligations under this Agreement by email or telephone and it is for you to ensure that your contact details are correct and up to date at all times.
- 10.3. Any communication or notice sent to you by email will be deemed received by you on the same Business Day it was sent.
- 10.4. You are required to keep copies of all communications we send or make available to you.

11. Authorised Users

- 11.1. Subject to your account having this functionality, you may be able to add and remove Authorised Users to and from your Jivara Account by logging on to your Jivara Account and following relevant instructions. Only the primary account user can add or remove Authorised Users and we may request you satisfy security processes prior to us facilitating your request.
- 11.2. Once an Authorised User is added to your Jivara Account, we will be approved by you to act on Instructions provided by such Authorised User.

12. Authority and Legal Restrictions

- 12.1. You represent and warrant to us that:
 - 12.1.1. you are not suffering from any disability or impairment that would affect your capacity to enter into this Agreement and all exchange transactions and to give Instructions and that you agree to indemnify us for any losses we might suffer for breach of this representation and warranty;
 - 12.1.2. you are not an agent acting for a third party unless we have previously agreed to this in writing;
- 12.2. You further represent and warrant to us that:
 - 12.2.1. execution and delivery by you of this Agreement, and performance of all of your obligations contemplated under this Agreement, does not violate any law applicable to you and you have full authority to enter into this Agreement;
 - 12.2.2. all information provided by you is true, correct and complete, in all material respects as at the date of this Agreement or, if later, when the information is provided and that you will notify us

promptly of any changes to such information;

- 12.2.3. neither the information provided by you or your conduct or the conduct of your Authorised Users in relation to the transactions contemplated by this Agreement, was or is misleading, by omission or otherwise; and
 - 12.2.4. you shall make on-going disclosure to us of any matters that may affect the operation of this Agreement or of your ability to perform your obligations under this Agreement including but not limited to any circumstances affecting your solvency.
- 12.3. If you are acting as an agent, we may require written confirmation from your client of your authority to transact on their behalf and any other documentation we may require to assist us with our Compliance Obligations.
 - 12.4. In order to comply with our Compliance Obligations, we may need to request information or documentation from you, an Authorised User or a beneficiary from time to time and you agree to provide this information within a reasonable period from us requesting it. We will not be liable for any loss, direct or indirect, incurred due to your failure to respond to our requests. We may, and you agree that we may, immediately suspend access to your Jivara Account should you not provide requested information or documentation within a reasonable time from the request being made to you.
 - 12.5. We will use your details to contact you and you must tell us promptly if your email, telephone number, address or any other material information changes.
 - 12.6. If directed by an Authority, we may be required to withhold funds held for you and we shall not be liable to you for any loss, direct or indirect, incurred as a result.
 - 12.7. If we receive a complaint and supporting materials (such as purchase records or a temporary restraining order issued by a court) from a third party right holder alleging intellectual property infringement against you, we may, in our sole discretion, terminate, suspend or limit your use of services provided by Jivara or access to funds in your Jivara Account. The restraints we may put on your Jivara Account include but are not limited to freezing all or part of the funds in your Jivara Account. The restraints may remain in place until you fully resolve the disputes with the third party complainant.
 - 12.8. You acknowledge and agree that:
 - 12.8.1. we do not verify nor guarantee the accuracy, authenticity, reliability, appropriateness, or completeness of any and all information and data made available to you through the Jivara Account services (including but not limited to, where applicable, foreign exchange rates);
 - 12.8.2. any information or data obtained by you from us through the Jivara Account services shall be used by you at your own risk and independent judgment, all risk associated with the use of, or reliance on, any of such information and data accessed through the Jivara Account services rests with you; and
 - 12.8.3. we shall not be responsible or liable, directly or indirectly, in any way for any losses, damages or consequences of any kind arising from or in connection with your use of, or reliance on, any of information and data accessed through the Jivara Account services.

13. Termination of Jivara Account Services

- 13.1. This Agreement shall continue until terminated in accordance with this clause [13](#).
- 13.2. We may terminate this Agreement by giving you no less than 1 month's prior notice, except where immediate termination is required as a result of your failure to provide requested information (e.g., a Letter of Assurance) or by operation of Applicable Law. You may terminate this Agreement immediately at any time. We will provide you with instructions on how to withdraw funds on your Jivara Account. On the Termination Date, your Jivara Account shall be no longer available to you for use.
- 13.3. Termination by either you or us shall not affect an existing ongoing Transaction entered into prior to the Termination Date or an Instruction provided prior to the Termination Date and such outstanding obligations shall still be enforceable, except where a hold is required by Applicable Law.
- 13.4. Any sums owed by you to us under this Agreement shall become immediately due and payable on the Termination Date. Jivara may deduct such sums from your Jivara Account to settle such liability, or in the event that your Jivara Account is closed, you shall pay such sums into a bank account nominated by us as soon as is reasonably practicable (and no later than five (5) Business Days) after the Termination Date, except where a hold has been initiated as required by Applicable Law.
- 13.5. In the event that your Jivara Account services are terminated, we shall use our best endeavours to return any funds remaining on your Jivara Account to you after the Termination Date, except where a hold has been initiated as required by Applicable Law.
- 13.6. In the event we become aware of, or have reason to believe that, any of the events specified below have occurred then we may in our sole discretion, terminate this Agreement immediately by written notice to you and we shall be relieved of any future obligations set out in this Agreement:
- 13.6.1. you fail to provide us with material information when requested or required or provide false or misleading information to us;
- 13.6.2. you fail to settle outstanding funds owing to us;
- 13.6.3. you are or were at any time involved in or assisting in money laundering or terrorist financing, or export controls or sanctions violation, or otherwise fail to meet any verification checks required by Applicable Law;
- 13.6.4. you are being officially investigated by law enforcement and/or regulatory agencies;
- 13.6.5. you have materially breached the terms of this Agreement;
- 13.6.6. an Insolvency Event has occurred; or
- 13.6.7. termination of this Agreement is required by the order of any court or competent regulator or otherwise by operation of Applicable Law.
- 14. Online Services**
- 14.1. When activating any online services, and before being granted access, you will be required to set up your unique Security Credentials. This Security Credential may be required to access your Jivara Account or to authenticate any Instruction provided to us. Your Security Credentials will include without limitation a username, password, code, items of memorable information, codes generated by authentication devices, and any other security requirements we may require from time to time.
- 14.2. If your Jivara Account supports multiple Authorised Users, each of your Authorised User(s) will be required to have separate Security Credentials and you should not, under any circumstances, (a) share your Security Credentials with anyone, even Authorised Users, except as instructed by us for any purpose including to initiate or execute any payment/transfer transaction through your Jivara Account, (b) disclose any Security Credential in a recognisable way on your Jivara Account or any other account, (c) keep a record of any Security Credential in any way that allows any third party to easily misuse the code, or (d) disclose any or allow someone else to access your Jivara Account using your Security Credentials.
- 14.3. If you keep a record of any Security Credentials, you should make reasonable efforts to secure the record, including keeping the record in a secure electronic or physical location accessible or known only to you, where the record is unlikely to be found by a third party.
- 14.4. Whenever your Jivara Account is accessed online using your unique Security Credentials, it authorises Jivara to act on any submitted Instruction including but not limited to an Instruction(s) to transfer funds out of your Jivara Account.
- 14.5. It is your responsibility to enable notification alerts on any device used to receive communications or notices from us, to opt to receive all communication or notices for all outgoing transactions from your Jivara Account, and to monitor the communication or notices sent to you. We may assume that you will monitor such communications or notices without further reminders or repeat notifications.
- 14.6. You must inform us immediately should you suspect or discover that someone else knows your Security Credentials or you believe that your security details may have been misused. If your security details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without delay. If your security details have been used to access any online services and we have not received notification of any unauthorised use from you, then we will act on any Instruction we receive.
- 14.7. We may suspend the ability for you to access your Jivara Account online if we reasonably believe it necessary to prevent fraud or for security reasons. We may also request you to change or update your Security Credentials at any time and you agree to change or update your Security Credentials should we request you to do so.
- 14.8. It is your responsibility to maintain and ensure compatibility of your own equipment. You are also responsible for ensuring that your equipment is free from viruses and other malware. We recommend that you make use of anti-virus software, anti-spyware software and a personal firewall for security purposes.
- 14.9. When using a device to access your Jivara Account, you should (a) update your device's browser (e.g. Chrome, Safari, Internet Explorer, Firefox) to the latest version available, (b) patch the device's operating systems (e.g. Windows operating system (OS), Macintosh OS, iOS, Android OS) with regular security updates provided by the operating system provider, (c) install and maintain the latest anti-virus software on the device, where applicable, and (d) use strong passwords, such as a mixture of letters, numbers and symbols.
- 14.10. You should never access your Jivara Account from any computer or mobile device connected to a public internet access device and you should access your Jivara Account by using the URL: <http://jivara.global/> rather than following a link in an email.
- 14.11. We shall use reasonable commercial endeavours to keep online services free from viruses and corrupt files but cannot guarantee that they will be free from infection by viruses or anything else with contaminating or destructive properties. You must not misuse any of the online

- services by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. We shall not be liable to you for any loss or damage caused to your software, equipment or data owing to your use of any online services.
- 14.12. You must not attempt to gain unauthorised access to any online services or any server, computer or database connected to our online services. You must not attack our systems via a denial-of-service attack or a distributed denial-of-service attack and by doing so, you would be committing a criminal offence, which we may report to relevant law enforcement Authorities, and we will fully co-operate with them, which will include us providing law enforcement Authorities with information on your identity.
- 14.13. We are not able to guarantee that your access to any of the online services will be uninterrupted, continuous or error free and we shall not be liable to you if you are not able to access our online services.
- 14.14. Our online services use a very high level of encryption. You should ensure that you do not knowingly use any of our online services if local law does not permit it.
- 15. Liability**
- 15.1. Provided that the procedures set out in this Agreement are followed by us, we are entitled to act on your Instructions or on the Instructions of an Authorised User, and you agree to indemnify us for all losses arising from our doing so.
- 15.2. You agree to indemnify us and our Service Providers from any losses we may incur resulting from any errors made by you or an Authorised User unless such error arises due to our negligence, wilful default or fraud.
- 15.3. **You expressly agree to compensate Jivara and its service providers as well as their respective directors, officers, employees, and agents for any claims and expenses incurred by them. This includes not only actual losses but also legal fees and other costs associated with resolving disputes arising from your use of Jivara's services.** This indemnification obligation shall survive the termination of the relationship between the parties.
- 15.4. You must contact us immediately if you become aware of any unauthorised or incorrectly executed transaction, and provide us with all information that we may request from you. You may also wish to contact the other relevant party directly to resolve the issue. In respect of unauthorised transactions, where you are not able to report the unauthorised transactions to us as soon as you receive any transaction notification alert for any unauthorised transaction, you should provide us with the reasons for the delayed report should we request. You undertake to make a police report where we request to do so.
- 15.5. We encourage you to check your transaction history regularly, especially if we do not provide transaction notifications to you. If you fail to bring an unauthorised or incorrectly executed transaction to our attention within 120 days from the date of the transaction, we may not be liable to you.
- 15.6. We will assess any claim made by you in relation to any unauthorised transaction, and will notify you of our results of the investigation.
- 15.7. In the case of a transaction that was unauthorised or owing to an error made by us (i.e. fraud or negligence by us or non-compliance by us with any requirement imposed by the FINTRAC in respect of the provision of any financial service, we shall restore/refund any payments made in relation to such unauthorised or erroneous transactions and any associated fees but beyond this, we will have no further liability to you.
- 15.8. We may not be liable to you or be required to restore/refund any payments made in relation to unauthorised or erroneous transactions and any associated fees should:
- 15.8.1. such unauthorised transaction has arisen as a result of you failing to keep your security keys, Security Credentials or unique identifiers safe;
- 15.8.2. you fail to notify us of any loss of your security keys, Security Credentials or unique identifiers after you become aware;
- 15.8.3. such unauthorised or incorrectly executed transaction is caused intentionally by you or as a result of your gross negligence or recklessness;
- 15.8.4. you fail to notify us as detailed under clause 14.6;
- 15.8.5. you fail to comply with your duties set out in Applicable Law; or
- 15.8.6. the receiving bank (i.e. the bank of your payment beneficiary) fails to process the payment correctly.
- You must provide to us any information that we reasonably require to determine whether any of the situations in clause [15.8.1](#) to [15.8.6](#) has arisen.
- 15.9. We will make reasonable efforts to assist with tracing and recalling any unauthorised or incorrectly executed Payment Transaction. However, we do not guarantee that we will reimburse you for or reverse a Payment Transaction that is unauthorised or that you have incorrectly executed.
- 15.10. We shall not be liable to you for:
- 15.10.1. any loss of profit, business opportunity or reputation; or
- 15.10.2. any action for damages made against you by your payment beneficiary; or
- 15.10.3. any indirect or consequential losses (whether foreseeable or not).
- 15.11. If we are unable to perform our obligations under this Agreement because of factors beyond our control, including but not limited to a change of law, an event of 'Force Majeure', withdrawal of a currency or the imposition of sanctions over a country or payment beneficiary or any event that would make it unlawful to perform such obligations then we will notify you as soon as is reasonably practicable and will use reasonable efforts to return any money held for you in respect of which we have been unable to discharge such obligations. However, we will not have any liability to you in these circumstances and we may be entitled to recover from you reasonable costs incurred by us in acting in accordance with this clause.
- 15.12. There is no guarantee that the Jivara Account or the services to be provided by us will meet your requirements or expectations, or be error-free or operate without interruption or delay, provided that we will use commercially reasonable efforts to minimise any such error, interruption or delay.
- 16. Set-Off**
- 16.1. We may, at any time, without notice to you use funds in your Jivara Account to settle any liability that you owe to us, whether the liability is present or future, liquidated or unliquidated. This includes any funds held in your sole name or if you are two or more persons any funds held jointly.
- 16.2. If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 17. Changes to this Agreement**
- 17.1. Subject to Applicable Law, we may, in our sole discretion, amend and update this Agreement and

post the amended Agreement online. We shall give you notice of any material changes by sending an email to the primary email address recorded on your Jivara Account or notifying you when you log into your Jivara Account. The changes will come into effect immediately unless otherwise specified. Your continued use of the Jivara Account services after any changes to the Agreement shall constitute your consent to such changes.

- 17.2. Unless otherwise agreed by us in writing, an amendment will not affect any legal rights or obligations that may have already arisen prior to the date specified in the notice. You have the right to terminate the Agreement immediately and without charge provided you do so prior to the date specified in the notice.

18. Complaints

- 18.1. If you feel that we have not met your expectations in the delivery of our services or if you think we have made a mistake, please let us know. We have internal procedures for handling complaints fairly and promptly. A copy of our complaints procedure is available upon request and on our website at <http://jivara.global/>.

19. Miscellaneous

- 19.1. All communications in relation to this Agreement and the services contemplated hereunder, whether orally or in writing, must be in the English language. We reserve the right to request that you confirm in writing any oral communications that you may give us.
- 19.2. This Agreement and the services contemplated hereunder are subject to all Applicable Law. If there is a conflict between this Agreement and any Applicable Law, the latter will prevail.
- 19.3. Jivara shall not provide you with any investment advice or advice such as whether to proceed or not to proceed with a transaction or in respect of timing of a transaction or the legal, regulatory, business, financial or other consequences of a transaction. All services contemplated by this Agreement are provided on an execution only basis. Any decision to transact is always your decision and we cannot be liable for any loss including but not limited to loss due to exchange rate moves before or after you transact. We may provide market information at your request, but this is not provided as advice and you should not infer anything from the information. Foreign exchange conditions are very complex and volatile and as a result, we cannot accept responsibility for your decision to enter a transaction under this Agreement.
- 19.4. Nothing in this Agreement confers or is intended to confer a benefit enforceable by a person who is not a party to it and no term of this Agreement is enforceable under the Applicable Law by a person who is not a party to this Agreement.
- 19.5. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other part of this Agreement.
- 19.6. You consent to us assigning our rights under this Agreement (including all of our rights, titles, benefits, interests, and obligations and duties in this Agreement) to an Affiliate or successor in interest. You may not assign your rights under this Agreement without our prior written consent. In the event that we assign our rights in accordance with this clause, you agree to the transfer of your funds held on your Jivara Account to the assignee.

20. Jurisdiction

- 20.1. This Agreement shall be governed by and construed in accordance with the laws of Canada. The parties agree to irrevocably submit to the exclusive jurisdiction of the courts of Canada.

21. Definitions

Whenever used in this Agreement, unless stated otherwise, the following words shall have the following meanings:

“Agreement” means these General Terms and Conditions, together with all schedules and attachments forming the Agreement, any supplementary agreement that you may enter into with us in relation to the Jivara Account and the Application Form and shall extend to include each and every Payment Transaction (each as amended from time to time).

“Jivara”, “we”, “us” or “our” shall mean Jivara Global Limited incorporated in Canada with Incorporation no. 1744044-8 and whose registered office is at 20 Stavebank Road Unit 100, Mississauga, Ontario, Canada, L5G2T4.

“Applicable Law” means any and all applicable laws, statutes and regulations, and any and all directives, notices, guidelines codes, practice notes, circulars, policy statements, rules, ordinances, orders, requests, requirements, judgements, decrees or writs (in each case whether or not having the force of law) of any governmental, regulatory or judicial body or agency having jurisdiction over any of the parties to this Agreement or any of the subject matters of this Agreement, including, without limitation:

(a) any directives, notices, guidelines, codes, practice notes, circulars, policy statements, rules, requests or requirements (in each case whether or not having the force of law) from time to time published or issued by FINTRAC, as the same may be amended, supplemented or replaced from time to time;

(b) all laws, statutes, regulations, directives, rules, directions, codes, ordinances, judgements, decrees, writs or orders enacted or issued in relation to anti-money laundering and countering the financing of terrorism; and

(c) all laws, statutes, regulations, directives, rules, directions, codes, ordinances, judgements, decrees, regulatory alerts or notices, writs or orders enacted or issued in relation to export controls, sanctions and other trade compliance requirements.

“Application Form” means the application form that you complete and submit to us for the purpose of using our services as described in this Agreement.

“Authorised User” is any person who you, the primary account holder, notify us in writing or email, and who we accept, has authority to act on your behalf.

“Authorities” includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the Group.

“Business Day” means any day other than Saturdays, Sundays, or a public holiday when banks are not opened for ordinary businesses in Canada and Hong Kong.

“Client” means the customer (or customers for a joint account) named in this Agreement, together with (if relevant) its subsidiaries, affiliates, successors and/or assignees, as well as where relevant its officers, directors, employees and agents.

“Compliance Obligations” means obligations of the Group to comply with Applicable Law, international guidance, internal policies or procedures, requests and/or demands from Authorities such as reporting and/or disclosure obligations and Applicable Law requiring us to verify the identity of our customers.

“Entitled Third Party” has the meaning given in clause [6.5](#).

“Force Majeure” means events or causes beyond the reasonable control of the affected party including but not limited to: war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage, failure of a transmission or communication network, epidemic, quarantine, strike or other labour difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of International, State or Commonwealth law or regulation or

any damage of machinery or systems, unless occurring as a result of an act, omission, default or negligence of the affected party.

“**Group**” means Jivara and any of Jivara’ subsidiary or holding companies or subsidiaries of its holding companies, successors and/or assignees.

“**Hold**” has the meaning given in clause [6.5](#).

“**Insolvency Event**” means in relation to you, your subsidiaries, affiliates, successors and/or assignees, as well as your officers, directors, employees and agents:

(a) if such person dies, becomes of unsound mind, becomes insolvent, a bankruptcy petition is presented against any such person;

(b) any steps are taken to appoint an administrator, judicial factor or similar officer to any such person or to otherwise apply to the court for a moratorium or make a proposal to creditors for a voluntary arrangement or any such person grants a trust deed for creditors or takes any action with

(c) a view to the readjustment, rescheduling forgiveness or deferral of any part of any such persons’ indebtedness or any such person enters into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them (except for the purposes of

(d) a solvent reconstruction or amalgamation), or a receiver, receiver and manager, or other controller, administrator or similar officer to be appointed with respect to, or takes control of, any such person or assets and undertakings of any such person.

“**FINTRAC**” means the Financial Transactions and Reports Analysis Centre of Canada.

“**Payment Service Provider**” means any of the following persons when they carry out payments but excludes Jivara:

(a) duly licensed to exempt payment service providers; or

(b) government departments and local authorities, other than when carrying out functions of a public nature.

“**Payment Transaction**” means the payment transfers carried out pursuant to the domestic money transfer service or cross-border money transfer service that Jivara offers to you.

“**PIPEDA**” means the Personal Information Protection and Electronic Documents Act, as may be amended, supplemented, or replaced from time to time.

“**Privacy Policy**” means the policy which explains how Jivara uses, stores and collects information about you.

“**Security Credentials**” has the meaning given in clause [14.1](#).

“**Tax Authority**” means Canadian, Australian or foreign tax, revenue or monetary authorities (e.g. the Canada Revenue Agency, the Australian Taxation Office).

“**Terms of Use**” means the policy set out in the Schedule hereto which sets out specific undertakings provided by you to us and explains restrictions that apply to the way you use your Jivara Account; for example, the Terms of Use outlines several business activities that cannot be supported using your Jivara Account.

“**Termination Date**” means the date at which this Agreement is deemed to come to an end and the obligations which it enforces cease to be enforceable, except those clauses that specifically state that they survive termination.

“**Validly Authorised Third Party**” means any person which we may agree with you from time to time to recognise as a person who will be able to provide Instructions to us on your behalf. For this purpose, Jivara’s affiliated companies are Validly Authorised Third Parties.

“**Value Date**” means the date your Purchase Currency becomes ready for delivery.

Schedule

Terms of Use

1. You have signed up for access to the Jivara Account service which is subject to our approval and subject to receipt of any required or additional information throughout your use of the service. Any requested information must be provided without delay. If requested information is not provided within a reasonable timeframe or as requested, we reserve the right to suspend / close / decline the service.
 2. The "Jivara Account" may only be used for transactions directly related to your business's stated activities and not for personal, household, transactions relating to friends and family or other third party businesses (regardless of whether they hold the positions of directors or owners in common). Where your business's activities change from what you have stated to us previously, you are required to inform us of this. Failure to do so may result in account termination, suspension, delay, or a refusal to conduct future transactions.
 3. You agree and warrant that you will not use your Jivara Account for any of the following Prohibited Transactions. Should we determine, at our sole discretion, that you are using your Jivara Account directly or indirectly in relation to any of the below Prohibited Transactions, we may immediately terminate your Jivara Account without further notice to you (please refer to the terms and conditions for further information):
 - Harvesting or trading of human organs and blood
 - Trading of controlled or endangered animal species
 - Manufacturing or trading of tobacco, cigarettes related including e-cigarettes
 - Manufacturing or trading of controlled and dangerous tools e.g. crossbows
 - Manufacturing or trading of weaponry, ammunition and military related goods, services, software or technology
 - Unlicensed manufacturing or trading of hazardous/toxic chemicals and related raw materials
 - Manufacturing and trading of drugs, including marijuana, CBD oil and drug related paraphernalia or illegal and or unlicensed substances/medicine
 - Gambling related activities such as casinos, lotteries, online gambling or any tool which is intended or marketed to be used in the assessment of bets or gambles
 - Adult entertainment including establishments and distribution of pornography
 - Unlicensed or illegal financial services
 - Crowdfunding, investment immigration and lending services
 - Charities or non-profit organisations
 - Multi-level marketing or pyramid schemes
 - Precious metal and precious metal investment, artworks and antiques except gold, silver or diamond jewellery
 - Auctions houses
 - Services related to game hunting
 - Religious organisations or psychic services and related activities
 - Live streaming platforms or services
 - Unlicensed or impermissible trading (e.g., buying, selling, importing, exporting, re-exporting, or the facilitation thereof) of goods, services, software, or technology subject to the trade restrictions or sanctions imposed by Canada, Australia, the United States, United Nations, and the European Union, or any other country whose laws Jivara's affiliated companies may be subject.
 - Any other industries or activities deemed to be illegal/controlled/restricted activities in any applicable jurisdiction to which Jivara's affiliated companies may be subject
 - Any other industries that we deem to fall outside of Jivara's affiliated companies' risk appetite, (jointly referred to herein as "Prohibited Transactions").
- Should you be unsure whether or not your business activities fall within any Prohibited Transactions you are advised to contact us immediately and seek clarification PRIOR to opening a new account or using your existing Jivara Account in relation to such activity.
4. Where you are selling goods, services, software, technology on any online marketplace and using your Jivara Account to collect such revenues, you confirm that you have ownership of the related storefronts and all capital generated therefrom. In addition, you agree to provide details of the relevant storefront (including link(s)) to us on an ongoing basis.
 5. Where you use your Jivara Account to collect funds from payment gateways (e.g. PayPal), you must be the owner of the payment gateway account and it should only be used to receive funds relating to the ordinary business activities of the account holder (in accordance with item 2 above). We may seek supporting evidence from time to time and you agree to supply this information without delay.
 6. The Jivara Account is intended to support businesses which have cross border currency requirements and as such you agree to abide by the Fair Use Policy which will be emailed to you following your application.
 7. You may not use the Jivara Account services if you are residing, working or conducting business in any country restricted by the Canadian Government, Australian Government, the U.S. Office of Foreign Assets Control, or subject to sanctions imposed under Applicable Law. We may in our sole discretion decide to discontinue or restrict our services to residents of other countries at any time and without prior notice.
 8. We reserve the right to suspend or terminate your use of the Jivara Account services at any time if we reasonably believe to be required to do so by Applicable Law or in order to comply with recommendations issued by a relevant

government authority or recognized body for the prevention of financial crime.

9. It is strictly forbidden to use the Jivara Account services for any illegal purposes including but not limited to fraud, money laundering and terrorism financing, export controls or sanctions violations. We will report any suspicious activity to the relevant law enforcement agency. You are prohibited from using the Jivara Account services in any attempt to abuse, exploit or circumvent any Applicable Law.
10. If you conduct or attempt to conduct any transaction in violation of the prohibitions contained in this Terms of Use or without the necessary approval from us, we reserve the right to (i) reverse the transaction; (ii) terminate or suspend your use of the Jivara Account services or the Jivara Account; (iii) report the transaction to the relevant law enforcement agency; and (iv) claim damages from you.
11. You confirm that you shall, at all times, adhere to applicable laws including but not limited to tax laws passed by any relevant government authority, and that you will pay, and are responsible for paying, all taxes and other government charges as are required by each jurisdiction in which you operate. You agree it is your responsibility to seek independent advice to meet your tax liabilities and any other legal responsibilities.
12. Where your Jivara Account receives money from marketplaces or payment gateways these funds can only be from marketplaces or payment gateways that have been approved by us.
13. You undertake to comply with all applicable sanctions, anti-boycott, import, re-import, transfer, export, and re-export controls laws and regulations under Applicable Law.
14. You represent and warrant that you and your financial institution(s), or any party that owns or controls you or your financial institution, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by Canada, Australia, the United Nations, the U.S. government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or any of its member states, or other applicable government authority.
15. You represent and warrant that you will not directly or indirectly export, re-export, transfer or transmit, or cause to be exported, re-exported, transfer or transmitted, any goods, services, software or technology to any country, individual, corporation, organisation, or entity to which such export, re-export, transfer or transmission is restricted or prohibited, including to any country, individual, corporation, organisation, or entity under sanctions or embargoes administered by Canada, Australia, the United Nations, U.S. Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority, unless

such activity is authorised by law pursuant to a license or other government authorisation.

16. You represent and warrant that you will not export or re-export goods, services, software or technology to Cuba, the Crimea region of Ukraine, Luhansk Region, Donetsk Region, Iran, North Korea, Sudan, Syria, Russian ,Belarus or to any restricted/embargoed country as may be designated from time to time under Applicable Law.
17. Should any of the above conflict with your requirements, please contact us to discuss using any of the contact methods outlined on our website which can be found at <http://jivara.global/>.

