Privacy Policy

SquareFi · Last updated 2026-11-13

1. Introduction and Scope

1.1 Overview. This Privacy Policy (“Policy”) describes how SquareFi Inc., a Delaware corporation (“SquareFi,” “Company,” “we,” “us,” or “our”), collects, uses, discloses, stores, and protects personal information when you access or use our website located at https://squarefi.co (the “Site”), web and mobile applications, APIs, admin portals, developer portal, Telegram Mini Apps, and all services provided or facilitated thereby (collectively, the “Platform” or “Services”).

1.2 Company Nature. SquareFi Inc. is a Delaware technology company, not a financial institution. SquareFi does not hold funds, accept deposits, or provide financial services. Financial services accessible through the Platform are provided by BUYEASY TECHNOLOGY CO., LTD and MOSTA PAYMENTS LTD., each a Canadian money services business and registered payment service provider (each a "Licensed Provider"), as described in Section 4.

1.3 Acceptance. By accessing or using the Platform, creating an Account, or otherwise providing information to us, you acknowledge that you have read, understood, and agree to the practices described in this Policy. If you do not agree to this Policy, you must immediately cease all access to and use of the Platform.

1.4 Applicability. This Policy applies to all personal data processed by SquareFi in connection with: (a) our corporate website at squarefi.co; (b) web and mobile applications, APIs, admin portals, and developer tools; (c) Telegram Mini Apps and other embedded services; (d) White Label solutions operated by our Clients; (e) customer support, partner communications, and offline events; and (f) any other services or interactions where this Policy is referenced.

1.5 Financial Services Provision. SquareFi provides technology and does not itself provide financial services. The financial services accessed through the Platform are provided by BUYEASY TECHNOLOGY CO., LTD (FINTRAC registration No. M23877619) and MOSTA PAYMENTS LTD. (FINTRAC registration No. N300001741), each a Canadian money services business and registered payment service provider. Where a Licensed Provider engages custodians or other third parties to help deliver those services, any personal data shared with them is processed under this Policy and applicable law, and no separate third-party privacy terms apply to you.

1.6 Scope. This Policy governs all personal data processed by SquareFi in connection with your use of the Platform and the financial services accessed through it.

1.7 Updates. We may revise this Policy periodically. Updates take effect once published. Continued use of SquareFi Services constitutes acceptance of the updated terms. Material changes shall be communicated via email or Platform notification at least thirty (30) days before they take effect.

2. Information We Collect

2.1 Information You Provide. We collect information you voluntarily provide, including: (a) account information such as full legal name, email address, phone number, job title, and company affiliation; (b) business information such as registered business name, jurisdiction of incorporation, business address, tax identification numbers, nature of business, corporate documentation, and information about directors and authorized representatives; (c) identity verification information such as government-issued identification documents, photographs, and other documentation required for KYC/KYB verification; (d) beneficial ownership information including names, dates of birth, addresses, identification documents, and ownership percentages of Ultimate Beneficial Owners; (e) financial information such as bank account details, wallet addresses, payment sources, transaction metadata, and source of funds documentation; and (f) communications including records of correspondence with us, support inquiries, API integration queries, and feedback.

2.2 Information Collected Automatically. When you use the Platform, we automatically collect: (a) device information such as device type, operating system, unique device identifiers, browser type and version, and mobile network information; (b) usage information such as pages viewed, features used, API calls made, clickstream data, session duration, and interaction patterns; (c) location information such as IP address, approximate geographic location, and time zone; and (d) log data such as access times, API request logs, error logs, login timestamps, and diagnostic information.

2.3 Information from Third Parties. We may receive information from: (a) identity verification providers including results of identity checks, document verification, and fraud screening; (b) the Licensed Providers and the custodians and partner institutions they engage, including transaction data, account status, and compliance-related informa-

tion; (c) other regulated banking and card issuance partners for transaction processing and regulatory compliance; and (d) public sources including publicly available information for verification and compliance purposes.

2.4 Cookies and Tracking Technologies. We use cookies, pixels, and similar technologies to collect information about your use of the Platform, remember your preferences, and improve your experience. We use: (a) essential cookies required for Platform functionality and security; (b) analytics cookies to understand how users interact with the Platform (e.g., Google Analytics); and (c) preference cookies to remember your settings and dashboard configurations. For detailed information, see our Cookie Policy at squarefi.co/legal.

3. Use of Information

3.1 Service Provision. We use your information to: (a) create and manage your Account and Client profile; (b) provide access to APIs, developer tools, and sandbox environments; (c) facilitate access to banking, card, and crypto processing services through Service Providers; (d) operate and maintain White Label solutions; (e) process and display transactions; (f) provide customer and technical support; and (g) communicate with you about your Account, integrations, and Services.

3.2 Compliance and Security. We use your information to: (a) verify your identity and comply with Know Your Customer ("KYC") and Know Your Business ("KYB") requirements; (b) comply with Anti-Money Laundering ("AML") laws and regulations; (c) screen against applicable sanctions lists (OFAC, EU, UN); (d) detect, prevent, and investigate fraud, unauthorized access, and other illegal activities; (e) comply with legal obligations, court orders, and regulatory requests; (f) enforce our Terms and Conditions and protect our rights; and (g) maintain the security and integrity of the Platform infrastructure.

3.3 Improvement and Analytics. We use your information to: (a) analyze usage patterns and improve the Platform; (b) develop new features, APIs, and services; (c) conduct research and analytics; (d) monitor API performance and uptime; and (e) personalize your experience.

3.4 Communications. We use your information to: (a) send service-related notices, API deprecation warnings, and platform updates; (b) respond to your inquiries and technical support requests; and (c) send marketing communications where you have provided consent or as otherwise permitted by law.

3.5 Aggregated and De-Identified Use. We may use aggregated or de-identified data for product performance analysis, user trend analysis, and service optimization. Blockchain-related data may be stored publicly and immutably on distributed ledgers.

4. Disclosure of Information

4.1 Financial Services Providers. We disclose your information to BUYEASY TECHNOLOGY CO., LTD and MOSTA PAYMENTS LTD., the regulated providers of the banking, payment, and cryptocurrency services accessed through the Platform, and to the custodians, banks, and other institutions they engage to deliver those services. Such disclosures are made under this Policy and applicable law, and solely to provide the services and meet regulatory obligations.

4.2 Service Vendors. We disclose information to vendors who assist us in operating the Platform, including: (a) cloud hosting providers; (b) analytics services; (c) identity verification and KYC/KYB providers; (d) customer support tools; (e) payment processors; and (f) security and monitoring services. Such vendors are contractually obligated to protect your information and use it only for the purposes for which it was disclosed.

4.3 White Label Clients. Where you access SquareFi Services through a White Label solution operated by one of our Clients, we may share relevant account and transaction data with that Client to the extent necessary for the provision of services. Such Clients are bound by data processing agreements and are required to comply with applicable data protection laws.

4.4 Legal and Compliance. We may disclose your information: (a) to comply with applicable laws, regulations, or legal processes; (b) in response to requests from government authorities, regulators, or law enforcement; (c) to protect our rights, privacy, safety, or property, or that of our users or third parties; and (d) in connection with investigations of suspected fraud, illegal activity, or violations of our Terms and Conditions.

4.5 Business Transfers. In connection with any merger, acquisition, reorganization, sale of assets, or bankruptcy, your information may be transferred to the acquiring or successor entity.

4.6 Affiliates. We may share information with internal SquareFi group entities for operational, compliance, and administrative purposes.

4.7 No Sale of Personal Information. We do not sell your personal information to third parties.

5. Data Retention

5.1 Retention Period. We retain your personal information for as long as necessary to: (a) provide Services and maintain your Account; (b) comply with legal and regulatory obligations, including AML record-keeping requirements of at least five (5) years after Account closure; (c) resolve disputes and enforce agreements; (d) meet audit and compliance requirements; and (e) fulfill operational necessities such as tax filings and financial reporting.

5.2 Deletion. When retention is no longer required, we shall securely delete or anonymize your information in accordance with our data retention policies and applicable law.

6. Data Security

6.1 Security Measures. We implement appropriate technical and organizational measures to protect your information, including: (a) encryption of data in transit (TLS 1.2+) and at rest (AES-256); (b) access controls and multi-factor authentication mechanisms; (c) regular security assessments, penetration testing, and monitoring; (d) API key rotation and secure credential management; (e) network segmentation and intrusion detection systems; and (f) employee training on data protection and security best practices.

6.2 No Guarantee. While we implement reasonable security measures, no method of transmission over the Internet or method of electronic storage is completely secure. We cannot guarantee the absolute security of your information.

7. Your Rights and Choices

7.1 General Rights. Subject to applicable law and certain exceptions, you may have the right to: (a) access and obtain a copy of the personal information we hold about you; (b) request correction of inaccurate or incomplete information; (c) request deletion of your personal information; (d) request a copy of your data in a structured, machine-readable format (data portability); (e) request restriction of processing in certain circumstances; (f) object to processing based on legitimate interests; and (g) withdraw consent where processing is based on consent.

7.2 GDPR Rights. If you are located in the European Economic Area or United Kingdom, you have rights under the General Data Protection Regulation (“GDPR”) and applicable local law, including the rights set forth in Section

7.1. Our legal bases for processing include: (a) performance of a contract; (b) compliance with legal obligations; (c) legitimate interests; and (d) consent.

7.3 CCPA/CPRA Rights. If you are a California resident, you have rights under the California Consumer Privacy Act ("CCPA") and California Privacy Rights Act ("CPRA"), including the right to: (a) know what personal information we collect, use, and disclose; (b) request deletion of your personal information; (c) opt-out of the sale or sharing of your personal information; (d) correct inaccurate personal information; (e) limit use of sensitive personal information; and (f) non-discrimination for exercising your rights. We do not sell your personal information.

7.4 Other Jurisdictions. If you are located in another jurisdiction with applicable data protection laws, you may have additional rights under those laws.

7.5 Exercising Rights. To exercise any of your rights, submit a request to compliance@squarefi.co. We shall respond within the timeframe required by applicable law and may require verification of your identity prior to processing your request.

7.6 Marketing Opt-Out. You may opt out of marketing communications at any time by: (a) clicking "unsubscribe" in any marketing email; or (b) contacting us at support@squarefi.co. You shall continue to receive transactional, service-related, and API deprecation communications.

8. International Data Transfers

8.1 Transfer Locations. Your information may be transferred to and processed in countries other than your country of residence, including the United States and other jurisdictions where SquareFi or its Service Providers operate, where data protection laws may differ from those in your jurisdiction.

8.2 Safeguards. When we transfer data internationally, we implement appropriate safeguards as required by applicable law, including: (a) Standard Contractual Clauses (SCCs) approved by the European Commission; and (b) other lawful safeguards under applicable data protection laws for users in the EEA, UK, or Switzerland.

9. CHILDREN'S PRIVACY

The Platform is not intended for individuals under eighteen (18) years of age or the age of majority in their jurisdiction, whichever is greater. We do not knowingly collect personal information from children. If we become aware that we have collected information from a child, we shall promptly delete such information. If you believe a child has provided us data, please contact us at compliance@squarefi.co for removal.

10. Third-Party Sites and Services

SquareFi is not responsible for the privacy practices of third-party websites, applications, or services linked through our Platform, including those of the Licensed Providers and the other third parties they engage. We encourage you to review their privacy policies independently before providing them with your personal information.

11. Changes to This Policy

11.1 Modifications. We may update this Policy from time to time by posting the revised Policy on the Platform and updating the “Last Updated” date. Material changes shall be communicated via email or Platform notification at least thirty (30) days before they take effect.

11.2 Continued Use. Your continued use of the Platform after changes become effective constitutes acceptance of the updated Policy.

11.3 Version Control. We maintain version control and update logs for this Policy for at least five (5) years. Previous versions are available upon request to compliance@squarefi.co.

12. Contact Information

Privacy Inquiries	SquareFi Inc. · compliance@squarefi.co
General Support	support@squarefi.co

Phone: +1 (585) 282-6510

Mailing Address:

SquareFi Inc., 2093 Philadelphia Pike, Suite 2383, Claymont, DE 19703, United States

For inquiries regarding how your personal data is processed, please contact us using the details above.

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