# Terms and Conditions

SquareFi · Last updated 2026-11-13

These Terms and Conditions (“Terms”) constitute a legally binding agreement between you (“Client,” “you,” or “your”) and SquareFi Inc., a Delaware corporation (“SquareFi,” “Company,” “we,” “us,” or “our”), governing your access to and use of our website located at https://squarefi.co (the “Site”), technology platform, APIs, admin portals, developer tools, and all services provided or facilitated thereby (collectively, the “Platform” or “Services”).

These Terms are in addition to any other agreements between you and SquareFi, including implementation agreements, API documentation, service level agreements (“SLAs”), and any other agreements that govern your use of our technology solutions.

By accessing or using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such entity to these Terms.

## 1. Definitions

“Client” means any business entity, fintech company, or organization that accesses or integrates SquareFi’s Services, whether via API, White Label solution, or other implementation.

“Platform” means the SquareFi technology infrastructure accessible at squarefi.co, including all APIs, dashboards, admin portals, SDKs, documentation, testing environments, and related services.

“End User” means the individual consumer or business customer of a Client who accesses financial services facilitated through SquareFi’s infrastructure.

“White Label Solution” means a fully branded banking or financial services platform provided by SquareFi that a Client operates under its own brand name.

“Service Provider” means each Licensed Provider (as defined in Section 2.3) and any custodian, bank, or other institution a Licensed Provider engages to provide the financial services accessed through the Platform.

“Content” means all information, data, text, software, APIs, documentation, and other materials made available through the Platform.

## 2. Platform Nature and Service Model

2.1 Technology Platform. SquareFi Inc. is a Delaware technology company, not a financial institution. SquareFi operates exclusively as a software and technology platform that develops and provides financial technology infrastructure, including APIs, embedded finance platforms, White Label banking solutions, crypto processing, and corporate card programs. SquareFi facilitates access to third-party regulated financial service providers through technology infrastructure, user interfaces, and tools.

2.2 No Financial Services. SquareFi does not hold funds, accept deposits, or provide financial services. SquareFi expressly disclaims any role as a bank, money transmitter, payment processor, cryptocurrency exchange, custodian, broker-dealer, investment adviser, or financial institution of any kind. SquareFi does not: (a) accept deposits or hold client funds; (b) transmit money or act as a money services business; (c) custody cryptocurrency or digital assets; (d) issue payment cards or extend credit; (e) provide investment advice or recommendations; or (f) act as a fiduciary.

2.3 Financial Services Provision. SquareFi does not provide financial services. The financial services accessed through the Platform — including banking and payment services, foreign-exchange conversion, and cryptocurrency services — are provided by (a) BUYEASY TECHNOLOGY CO., LTD, a corporation incorporated under the Canada Business Corporations Act, registered with the Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC") as a money services business (registration No. M23877619) and with the Bank of Canada as a payment service provider under the Retail Payment Activities Act (PSP entity ID RPS0014827) ("BUYEASY"); and (b) MOSTA PAYMENTS LTD., a corporation incorporated under the Business Corporations Act (Ontario), registered with FINTRAC as a money services business (registration No. N300001741) and with the Bank of Canada as a payment service provider under the Retail Payment Activities Act (PSP entity ID RPS0016067) ("MOSTA PAYMENTS"). BUYEASY and MOSTA PAYMENTS are each a "Licensed Provider" and together the "Licensed Providers". Each Licensed Provider provides these services under its own licenses and regulatory oversight and may, in its discretion, engage third-party custodians, banks, and other subcontractors to support them.

2.4 Fund Custody. Client and End User funds and digital assets are held by the Licensed Providers and/or the licensed third-party custodians and partner institutions they engage, and not by SquareFi. SquareFi has no access to, control over, or custody of such funds. Account balances are not deposits and are not insured or guaranteed by the U.S. Federal Deposit Insurance Corporation (FDIC), the Securities Investor Protection Corporation (SIPC), the Canada Deposit Insurance Corporation (CDIC), or any other deposit-insurance or investor-compensation scheme.

2.5 Provider-Driven Restrictions. SquareFi or a Licensed Provider may, at any time and without prior notice, suspend, restrict, or terminate access to the Platform or any service: (a) where required by a Licensed Provider, a regulator, a payment network, or a custodian engaged by a Licensed Provider; (b) where fraud, a security incident, or a legal, regulatory, or contractual violation is suspected; (c) to comply with applicable compliance or risk policies; (d) if a Client or End User is determined ineligible for a service; or (e) based on risk assessments, compliance concerns, or suspicious-activity reporting.

## 3. Financial Services

3.1 General Disclosure. SquareFi provides technology, not financial services, and does not hold client funds or digital assets. The financial services accessed through the SquareFi Platform are provided by the Licensed Providers as described in Section 2. SquareFi bears no liability for the acts, omissions, failures, or policies of any Licensed Provider or any custodian or partner a Licensed Provider engages, except as expressly provided in these Terms.

3.2 Providers. Depending on geography and product availability, the Licensed Providers provide banking and payment services, foreign-exchange conversion, and cryptocurrency services. Each Licensed Provider may add, remove, or replace the custodians and partner institutions it engages at any time, and is not required to disclose their identities except where required by applicable law.

3.3 No Separate Partner Terms. The services accessed through the Platform are governed by these Terms and SquareFi's other published policies, together with the applicable Licensed Provider's own terms and regulatory requirements applicable to the financial services it provides. There are no separate partner terms that you are required to review or accept in addition to these Terms.

3.4 Hierarchy of Terms. These Terms, together with any implementation agreement between you and SquareFi and SquareFi's published policies, constitute the complete terms governing your use of the Platform. To the extent the financial services provided by a Licensed Provider are subject to that Licensed Provider's own terms, those terms govern that financial service as between that Licensed Provider and the recipient of the service.

3.5 Service Availability. Availability of services varies by geographic jurisdiction, regulatory restrictions, provider licensing, and eligibility criteria. Services may be unavailable in certain jurisdictions, subject to different terms in different jurisdictions, or modified or discontinued based on regulatory changes or provider decisions.

## 4. Service and Product Definitions

The SquareFi platform provides technology solutions in the following categories:

- Business Tools Infrastructure — banking accounts (USD, EUR, GBP, AED), virtual accounts, crypto wallets, and payment processing via API;
- Embedded Finance Solutions — card issuance (corporate and consumer), crypto on-ramp/off-ramp, cross-border payments, and KYC/KYB modules for integration into third-party applications;
- White Label Solutions — fully branded, turnkey banking platforms for fintechs to operate under their own brand, including all compliance, onboarding, and payment infrastructure;
- Crypto Processing — cryptocurrency payment acceptance, settlement, and wallet management services.

Each solution includes API documentation and technical specifications, integration tools and SDKs, testing and sandbox environments, security protocols, compliance frameworks, and monitoring and reporting tools.

## 5. Implementation Requirements

5.1 General Requirements. All Clients implementing SquareFi Services must: maintain secure integration with the Platform; implement required security protocols; follow KYC/KYB implementation guidelines; ensure proper transaction handling and monitoring; and comply with all applicable laws and regulations.

5.2 Business Tools. Clients implementing Business Tools must maintain secure integration with Service Providers, implement required security protocols for virtual accounts, ensure proper crypto transaction handling, and maintain transaction monitoring systems.

5.3 Embedded Finance. Clients implementing Embedded Finance solutions must follow PCI DSS requirements for card processing, implement proper API authentication and secure key management, follow Service Provider integration protocols, and implement required fraud prevention measures.

5.4 White Label. Clients implementing White Label solutions must follow SquareFi branding guidelines, implement all required security measures and user authentication, maintain data protection compliance, implement necessary compliance controls, and ensure their End Users receive appropriate terms and disclosures.

5.5 Technical Standards. All implementations require SSL/TLS encryption, secure API key management, regular security audits, compliance with applicable data protection laws, and implementation of monitoring tools provided by SquareFi.

## 6. Client Obligations

6.1 Compliance. Clients are responsible for ensuring that their use of the Services complies with all applicable laws, regulations, and industry standards, including anti-money laundering (AML) laws, sanctions requirements, data protection regulations, and consumer protection laws.

6.2 End User Management. Clients using White Label or Embedded Finance solutions are responsible for: providing End Users with appropriate terms of service, privacy policies, and disclosures; implementing and maintaining adequate KYC/KYB procedures for their End Users; handling End User complaints and support inquiries; and ensuring End User data is processed in compliance with applicable data protection laws.

6.3 Security. Clients must maintain the confidentiality and security of their API keys, credentials, and access tokens. Clients must immediately notify SquareFi of any suspected unauthorized access or security breach. SquareFi is not liable for losses resulting from a Client's failure to safeguard credentials.

6.4 Accurate Information. Clients must provide accurate, current, and complete information during registration and throughout the term of service. Failure to maintain accurate information may result in suspension or termination of Services.

## 7. Risk Disclosures and Disclaimers

7.1 General Disclaimer. The Services are provided on an “as is” and “as available” basis. To the fullest extent permitted by applicable law, SquareFi expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

7.2 Cryptocurrency Risks. Cryptocurrency services involve significant risks, including but not limited to: high volatility of digital asset values; irreversibility of cryptocurrency transactions; potential permanent loss of assets due to lost access credentials; regulatory changes that may impact service availability; and the fact that digital assets are not FDIC or SIPC insured.

7.3 Cross-Border Payments. International payment services are subject to: exchange rates determined at the time of transaction; additional fees for specific corridors; compliance requirements affecting processing times; and service restrictions in certain jurisdictions.

7.4 Service Provider Risks. Certain services are provided through Service Providers and are subject to the Service Provider’s terms and conditions, regulatory requirements, and operational limitations. SquareFi does not guarantee the availability, continuity, or performance of Service Provider services.

7.5 No Financial Advice. SquareFi does not provide financial, legal, tax, or investment advice. Clients are solely responsible for evaluating the merits and risks associated with the use of any Services.

7.6 No FDIC Insurance. SQUAREFI IS NOT A BANK AND IS NOT FDIC INSURED. SquareFi is a technology platform that does not accept deposits, hold client funds, or provide banking services directly. Deposit protection, if any, depends on the Service Provider holding funds, the applicable regulatory framework, and the type and amount of funds held, and the regulatory framework applicable to the Service Provider holding the funds.

## 8. Fees and Payment

8.1 Fee Schedule. Fees for SquareFi Services are set forth in the applicable implementation agreement or as published on squarefi.co/pricing. SquareFi reserves the right to modify its fee schedule upon thirty (30) days' written notice.

8.2 Payment Terms. Fees are due in accordance with the payment terms specified in the applicable agreement. Late payments may be subject to interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

8.3 Third-Party Fees. Clients acknowledge that Service Providers may impose additional fees. Such fees are the Client's responsibility and are governed by the applicable terms of the Service Provider. The Fraud Recall Fee is set out in Section 8.4.

8.4 Fraud Recall Fee. The Licensed Provider that provides the financial services for the account charges a Fraud Recall Fee of USD 500 for each Fraud Recall received on or after 8 December 2026 on an account in the Client's program that is facilitated through the Platform. "Fraud Recall" means a request, instruction, return, reclamation, chargeback, or other debit received from a payment network, card scheme, financial institution, or other counterparty in respect of a transaction posted to or attempted on such an account, where that request is identified, coded, or described as fraud, unauthorized use, or a comparable fraud reason. A notice that the End User gives, that a transaction on the End User's own account was unauthorized or fraudulent, is not a Fraud Recall. A later message that only continues, updates, or responds to the same Fraud Recall is not a separate Fraud Recall.

The Fraud Recall Fee is incurred when the Fraud Recall is received and is payable whether the Fraud Recall is later accepted, rejected, withdrawn, reversed, or otherwise resolved. It is not refunded, credited, or reduced by reason of that outcome. It is in addition to the principal amount of the underlying transaction if that principal is debited or otherwise passed through. The Client is responsible for the Fraud Recall Fee, and that Licensed Provider may debit it from balances it holds for the program. Where a Commercial Offer or other written agreement with that Licensed Provider states a different amount, that amount applies. Such an agreement may not make the fee conditional on the outcome of the Fraud Recall.

## 9. Intellectual Property

9.1 SquareFi IP. SquareFi retains exclusive ownership and all intellectual property rights to its core platform technology, including the underlying architecture, algorithms, APIs, system designs, and proprietary systems. All documentation, SDKs, and technical materials remain SquareFi's intellectual property.

9.2 Client IP. Clients maintain ownership rights to their specific implementations, customizations, and brand assets built upon the Platform. The ownership of integration code and custom developments is governed by the applicable implementation agreement.

9.3 License. Subject to these Terms and any applicable implementation agreement, SquareFi grants Clients a non-exclusive, non-transferable, revocable license to access and use the Platform and documentation solely for the purpose of implementing and operating Services.

## 10. Confidentiality

Each party agrees to maintain the confidentiality of all non-public information received from the other party ("Confidential Information"), including but not limited to technical documentation, API specifications, business plans, customer data, and financial information. Confidential Information may not be disclosed to third parties without the disclosing party's prior written consent, except as required by law or regulation.

## 11. Data Protection

11.1 Data Processing. SquareFi processes personal data in accordance with its Privacy Policy available at squarefi.co/legal and applicable data protection laws, including GDPR and CCPA where applicable.

11.2 Client Data Responsibilities. Clients are responsible for ensuring that they have obtained all necessary consents from End Users for the processing of personal data through the Platform. Clients must comply with all applicable data protection laws in their respective jurisdictions.

11.3 Data Processing Agreement. Where required by applicable data protection laws, SquareFi will enter into a Data Processing Agreement (DPA) with Clients. The DPA governs the processing of personal data by SquareFi on behalf of the Client.

11.4 Third-Party Data Sharing. Client acknowledges and agrees that personal data may be shared with Service Providers to the extent necessary for the provision of financial services. Such sharing is governed by these Terms, our Privacy Policy, and applicable law.

## 12. Limitation of Liability

12.1 Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SQUAREFI, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES.

12.2 Cap. SquareFi's total aggregate liability under these Terms shall not exceed the total fees paid by the Client to SquareFi during the twelve (12) months immediately preceding the event giving rise to the claim.

12.3 Exceptions. Nothing in these Terms shall limit liability for fraud, willful misconduct, or any liability that cannot be excluded or limited under applicable law.

12.4 Third Parties. SquareFi is not responsible or liable for acts, omissions, or policies of Service Providers; failure of third-party systems or services; or any other third-party conduct.

## 13. Indemnification

Client shall indemnify, defend, and hold harmless SquareFi, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) Client's breach of these Terms; (b) Client's violation of applicable laws or regulations; (c) Client's use of the Services; (d) any dispute between Client and its End Users; or (e) any third-party claim arising from Client's products or services built on the Platform.

## 14. Term and Termination

14.1 Term. These Terms are effective upon your acceptance. Where the Client has executed a Commercial Offer that incorporates a Master Agreement published at https://legal.squarefi.co (each, an "MSA"), these Terms remain

in force for the Agreement Term under that Commercial Offer, including its Initial Subscription Term and each Additional Subscription Term, and renew automatically with it. In all other cases, these Terms remain in force for an initial period of twelve (12) months from acceptance and renew automatically for successive twelve (12) month periods unless either party gives at least sixty (60) days' prior written notice of non-renewal before the end of the then-current period.

14.2 No Termination for Convenience. Neither party may terminate these Terms for convenience. Without prejudice to Section 14.3, these Terms end only upon expiry of the then-current term following a notice of non-renewal given in accordance with Section 14.1 or the applicable MSA.

14.3 Termination for Cause. Either party may terminate these Terms immediately upon written notice if the other party: (a) materially breaches these Terms and fails to cure such breach within thirty (30) days of receiving written notice; (b) becomes insolvent, files for bankruptcy, or ceases operations; or (c) engages in prohibited activities as defined in the Prohibited Activities Policy.

14.4 Effect of Termination. Upon termination: (a) Client's access to the Platform will be revoked; (b) Client must cease all use of SquareFi's intellectual property and confidential information; (c) all outstanding fees become immediately due and payable; and (d) Sections 2, 3, 7, 9, 10, 12, 13, and 16 shall survive termination.

14.5 Relationship with the MSA. Where the Client has executed a Commercial Offer, in the event of any conflict between these Terms and the applicable MSA or Commercial Offer, the MSA and the Commercial Offer prevail.

## 15. Service Modifications and Updates

15.1 Platform Updates. SquareFi continuously develops and enhances its platform. Updates may include API versioning, security enhancements, feature additions, deprecation of features, and performance improvements.

15.2 Notification. SquareFi provides advance notice for platform changes: API deprecation requires 180 days' notice; major platform modifications require 90 days' notice; feature updates require 30 days' notice. Security updates may require immediate implementation.

## 16. Governing Law and Dispute Resolution

16.1 Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of laws provisions.

16.2 Dispute Resolution. Any dispute arising out of or relating to these Terms shall first be attempted to be resolved through good-faith negotiation for at least sixty (60) days. If the dispute cannot be resolved, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association (AAA), with the arbitration to take place in Wilmington, Delaware.

16.3 Injunctive Relief. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or confidential information.

16.4 Third-Party Disputes. Disputes with Service Providers are subject to those providers' dispute resolution mechanisms as set forth in the applicable Service Provider's terms. SquareFi is not a party to disputes between you and Service Providers.

## 17. General Provisions

17.1 Entire Agreement. These Terms, together with any applicable implementation agreements and policies referenced herein, constitute the entire agreement between the parties with respect to the subject matter hereof.

17.2 Severability. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall continue in full force and effect.

17.3 Waiver. The failure of either party to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

17.4 Assignment. Client may not assign or transfer these Terms without SquareFi's prior written consent. SquareFi may assign these Terms in connection with a merger, acquisition, or sale of all or substantially all of its assets.

17.5 Force Majeure. Neither party shall be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, epidemics, government actions, or failures of third-party Service Providers.

17.6 Amendments. SquareFi may update these Terms from time to time. Material changes will be communicated via email or Platform notification at least thirty (30) days before they take effect. Continued use of the Services after such notice constitutes acceptance of the updated Terms.

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

## 18. Contact Information

| | |
|---|---|
| General Inquiries and Support | support@squarefi.co · squarefi.co |
| Legal and Compliance | compliance@squarefi.co |
| Mailing Address | SquareFi Inc., 2093 Philadelphia Pike, Suite 2383, Claymont, DE 19703, United States |
| Phone | +1 (585) 282-6510 |

© 2026 SquareFi Inc. All rights reserved.