

## Terms of Use

**Last updated: February 25, 2026**

PLEASE READ THESE TERMS OF USE CAREFULLY. THEY FORM PART OF A LEGALLY BINDING AGREEMENT BETWEEN YOU AND PURE DIGITAL EXCHANGE LLC. BY ACCESSING OR USING THE SERVICES, YOU CONFIRM THAT YOU HAVE READ UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS.

These Terms of Use ("Terms") govern your access to and use of the services provided by Pure Digital Exchange LLC, and through our website, mobile application(s), APIs, and software platform (collectively, the "Platform" or "Site"). The Services include software/SaaS services and related financial services provided by us or Third Parties, as further described in Section 1. By accessing or using the Services through the Site or any associated application, you agree to be bound by these Terms and to comply with all applicable laws and regulations.

These Terms are subject to change in accordance with applicable law. Any updates will be posted on this page. If you do not agree to these Terms, you may not access or use the Services.

As used throughout these Terms, "**Pure Digital Exchange**," "**we**," "**us**," and "**our**" refer to **Pure Digital Exchange LLC**, a limited liability company registered in the State of Delaware, and registered as a Money Services Business ("MSB") in Canada and the United States, address 16192 Coastal Hwy, Lewes, DE 19958, together with its employees, officers, directors, successors, and permitted assigns. "**Client**," "**you**," and "**your**" refer to users and clients of the Services.

### 1. Scope and Purpose

**1.1.** Pure Digital Exchange provides the following services (collectively, the "Services" or "Pure Digital Exchange Services"): (i) use and access to a proprietary software platform and mobile application(s) on a SaaS basis, including APIs and developer tools; (ii) access to services provided by licensed third-party partners, including card issuance, payment processing, virtual currency exchange, wallet services, payment processing, and related financial and value-added services and related financial infrastructure, as further described in Section 2. The purpose of these Terms is to establish the conditions applicable to your access to and use of the Services.

**1.2.** Pure Digital Exchange operates as a registered MSB and is subject to applicable federal and state/provincial regulatory requirements in the United States and Canada, including anti-money laundering ("AML"), counter-terrorism financing ("CTF"), and sanctions compliance obligations. Your use of the Services is subject to those regulatory requirements.

**1.3.** Pure Digital Exchange provides access to its proprietary software platform, including web and mobile applications, APIs, and related technology infrastructure (collectively, the "Platform"), on a software-as-a-service ("SaaS") basis. Subject to your compliance with these Terms, Pure Digital Exchange grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for the purposes described herein. The Platform may incorporate or interface with third-party software, protocols, or decentralized finance infrastructure, including blockchain-based networks. Your use of any such third-party components is subject to the applicable terms of those third parties. Pure Digital Exchange does not warrant the availability, security, or performance of any third-party software, protocol, or network. All rights not expressly granted herein are reserved.

## **2. Third-Party Services**

**2.1.** Pure Digital Exchange does not itself issue payment cards, hold client funds as a deposit-taking institution, or directly operate payment networks. Certain components of the Services — including but not limited to payment card issuance, card processing, fiat payment, IBAN provisioning, and related financial infrastructure and services— are provided by licensed third-party service providers ("Third-Party Providers"). Pure Digital Exchange acts as a technology platform facilitating your access to such Third-Party Providers.

**2.2.** Any payment card (virtual or physical) made available through the Platform is issued by a licensed card issuer that is a Third-Party Provider. By applying for or using a payment card through the Platform, you enter into a separate agreement with the applicable card issuer and/or card network (e.g., Visa, Mastercard). Pure Digital Exchange is not a party to that agreement and is not liable for the acts or omissions of the card issuer or card network.

**2.3.** By using the Services, you acknowledge and agree to be bound by the terms and conditions of the applicable Third-Party Providers, which may include IBAN providers, fiat-to-crypto exchange partners, card issuers, payment processors, and other licensed financial service providers. Relevant third-party terms will be presented to you at the time of onboarding or at the point of use of the relevant service.

**2.4.** Pure Digital Exchange shall not be liable for any failure, interruption, error, or loss arising from the acts or omissions of any Third-Party Provider. Your recourse in respect of Third-Party Provider services shall be governed by the applicable third-party terms.

## **3. Eligibility**

**3.1. Age and Legal Capacity.** You must be at least eighteen (18) years of age and have the legal capacity to enter into a binding agreement under applicable law in order to access or use the Services. Additional eligibility restrictions may apply depending on your jurisdiction of residence.

**3.2. Individual Use.** Unless otherwise expressly agreed in writing, you must use the Services in your individual capacity. You may not submit or receive transactions on behalf of another person unless expressly authorized by us in writing.

**3.3. Geographic Availability.** The Services may not be available in all jurisdictions, states, or provinces. Availability is subject to applicable licensing and regulatory requirements. Please refer to our Site for the current list of supported jurisdictions.

**3.4. Offer and Acceptance.** When you submit a transaction request, you are making an offer to us to process that transaction. We reserve the right to accept or decline any transaction request at our sole discretion, including for compliance, risk management, or regulatory reasons.

**3.5. Single Account Policy.** Each Client may maintain only one active account. If we determine that a Client holds multiple accounts, we reserve the right to merge or close one or more accounts, restrict the Client's use of the Services, or terminate access entirely.

## **4. Your Account and Payment Obligations**

**4.1. Service Fees.** By submitting a transaction, you agree to pay the applicable service fee ("Service Fee") in addition to the transaction amount. Fees are due at the time the transaction is submitted for processing.

**4.2. Payment Authorization.** To process your transaction, you authorize us to charge any third party payment instrument associated with your account profile ("Payment Instrument"), which may include credit cards, debit cards, or other supported payment methods by third parties.

**4.3. Your Account.** As part of your registration for the Services, we will provide you with access to a user account ("Pure Digital Exchange Account" or "Account"), which may include access to a virtual IBAN (v-IBAN) or IBAN, accessible through our Application . You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account.

**4.4. Account Security.** It is your responsibility to ensure that:

- Access to your Pure Digital Exchange Account is kept secure at all times;
- Any security credentials used to access your Account or authenticate transactions are known only to you and are not shared with any third party;
- Your Account is accessed only by you; and
- All devices used to access the Services are appropriately secured against unauthorized access.

**4.5. Consequences of Security Failures.** Disclosing your security credentials to any third party, or failing to take reasonable precautions to protect your Account, may result in unauthorized transactions being processed through your Account. In such circumstances, we will not be responsible for any resulting losses, and you will bear sole responsibility for any unauthorized transactions arising from your failure to maintain account security.

## **5. Client Obligations**

**5.1.** For the duration of your use of the Services, you agree to provide Pure Digital Exchange with complete, accurate, and current information relating to: (a) any transaction processed through the Services, including payment details and information regarding any rejected, reversed, refused, charged-back, or disputed payments ("Reversed Payments"); (b) any payments partially or fully refunded by you to a payer ("Refunded Payments"); and (c) your business model and any other information relevant to your relationship with us.

**5.2.** You may not resell or sublicense the Services to any third party without our prior written consent.

**5.3.** You must promptly notify us if you have reason to believe that any information has been incorrectly processed or transmitted to us.

**5.4.** You agree to use best efforts to ensure that you are not involved, directly or indirectly, in any money laundering, terrorist financing, fraud, or other illegal activity.

**5.5.** All data and information you provide must comply with any instructions or requirements communicated by Pure Digital Exchange from time to time. Such instructions may be updated at our discretion.

**5.6.** You represent, warrant, and covenant that you hold all necessary rights, authorizations, licenses, and permits required for your operations and your use of the Services, and that you have taken all steps necessary to comply with these Terms.

**5.7.** You represent, warrant, and covenant that you will comply with all applicable laws, rules, and regulations, including those governing consumer privacy, data security, payment card industry standards, AML/CTF requirements, sanctions, and any applicable regulatory guidance from financial regulators, card associations, or other authorities. If you become aware of any non-compliance, you must notify us immediately.

**5.8.** You agree that any communication received from you, in your name, or from your devices or systems, is deemed authorized by you and binding upon you. You authorize us to rely on and act upon any such communication.

**5.9.** You agree to use best efforts to prevent unauthorized use of or access to the Services and shall be solely responsible to us for any losses, breaches, or damages resulting from any unauthorized use of or access to the Services attributable to your actions or omissions.

**5.10.** Software Use Restrictions. You agree not to use the Platform or any component thereof to: (a) access or attempt to access any systems or data beyond your authorized scope; (b) introduce malicious code, viruses, or disruptive elements; (c) use automated scripts, bots, or crawlers without our prior written consent; or (d) circumvent any technical or access controls implemented by Pure Digital Exchange or any Third-Party Provider.

## **6. Verification, KYC, and AML Compliance**

**6.1.** As a registered MSB operating under applicable AML and CTF legislation — including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA) in Canada and the Bank Secrecy Act (BSA) and related regulations administered by FinCEN in the United States — we are required by law to conduct identity verification and due diligence checks on all Clients before providing the Services and on an ongoing basis.

**6.2.** We may require you to provide information and documentation to enable us to fulfill our KYC obligations, including verifying your identity, the source of your funds, and the purpose of your transactions. This may include government-issued identification, proof of address, and other supporting documentation.

**6.3.** You may be required to provide additional information or documentation at any time in connection with a specific transaction or as part of our ongoing compliance monitoring obligations.

**6.4.** All information and documentation you provide must be complete, accurate, and current. Failure to comply with our requests for information or documentation may result in refusal of your application for the Services, or suspension or termination of your access to the Services.

**6.5.** You must promptly notify us of any changes to the information you have provided, including any changes to your circumstances that may affect your eligibility for the Services, your compliance with these Terms, or any sanctions or legal restrictions applicable to you.

**6.6.** You must provide accurate contact details during registration and keep your contact information up to date on your Account profile. We will use your contact details to communicate with you as required under these Terms or in connection with the Services, including in the event of suspected fraud or a security incident affecting your Account.

**6.7. Compliance Fee.** If you fail to provide required compliance information or documentation within the timeframe specified in our request:

- A compliance fee may be imposed commencing in the second calendar month following the month in which the failure occurred;
- The fee will be deducted at the start of each applicable reporting month;
- The fee may be imposed repeatedly for each full month during which the failure continues; and
- Compliance fees are non-refundable. Subsequent provision of the required information does not entitle you to a refund of fees already charged.

## **7. Transactions**

**7.1. Initiating a Transaction.** To initiate a transaction, you must provide us with instructions that include, at a minimum:

- The identity of the beneficiary;
- The beneficiary's account number or other required payment details;
- The amount and currency of the funds to be transferred; and
- Any additional information we may require from time to time.

**7.2. Accuracy of Beneficiary Information.** You are solely responsible for verifying the accuracy of all beneficiary information you provide. We may rely exclusively on the account number provided and have no obligation to detect any inconsistency between the account number and the beneficiary's name.

**7.3. Transaction Screening.** We screen all transactions in accordance with applicable law and our internal compliance policies, including sanctions screening and AML monitoring. We are not required to process a transaction if the instructions you submit: (a) contain incomplete, inaccurate, or outdated information; (b) seek to send funds to a jurisdiction where we are not authorized to provide services; or (c) would violate any provision of these Terms, applicable law, or our acceptable use or prohibited activities policies.

**7.4. Funding a Transaction.** You may fund transactions using any lawful payment method supported by Pure Digital Exchange at the relevant time.

**7.5. Cancellation Requests.** You may request cancellation of a transaction by contacting our support team. Cancellation requests may be subject to additional fees and processing time. We will use reasonable efforts to stop or cancel a transaction upon your request but cannot guarantee that cancellation will be successful once processing has commenced also it will depend on a Third Party terms and conditions. You authorize us to act on your cancellation request but acknowledge that we have no obligation to verify the authenticity of such instructions and will not be liable for losses arising from acting in good faith on your request.

**7.6. Delayed, Incomplete, or Returned Transactions.** We may delay processing a transaction where additional verification or due diligence is required, or where we need to confirm your authorization. We may require additional information or documentation before processing. You agree to cooperate with any such requests promptly and in a format acceptable to us.

**7.7. Declined Transactions.** We may decline, delay, suspend, cancel, or recall a transaction at any time, with or without notice, where we determine it is necessary to: (a) comply with applicable law or regulatory requirements; (b) protect our legitimate interests or those of our clients; (c) prevent fraud, financial crime, or sanctions violations; or (d) enforce these Terms.

**7.8. Unsuccessful Transactions.** If a transaction is unsuccessful or not completed for any reason (including cancellation by you), we will return the funds to you using the same method through which the transaction was funded, except crypto transactions, they are non-refundable, Where it will be possible and where Third Party providers allowed to do so, return of funds will be subject to applicable fees, charges, and foreign exchange losses at the prevailing exchange rate. We are not responsible for any charges, expenses, or losses arising from a recalled, cancelled, or incomplete transaction.

## **8. Fees, Taxes, and Exchange Rates**

**8.1. Fees.** We charge fees for use of the Services ("Fees"), which may include transaction fees, currency exchange fees, and other applicable charges. Our current fee schedule is available on our Site or in our website version or Application. Applicable Fees will be disclosed to you before you confirm a transaction.

**8.2. Transaction Fees.** A transaction fee applies to each transaction and will be presented to you at the time you initiate the transaction. Transaction fees are deducted from the transaction amount prior to currency conversion. Transaction fees do not include any fees that may be charged by your bank or the recipient's bank, which may be deducted separately.

**8.3. Currency Exchange Rates.** Where currency conversion is required, we will apply the prevailing exchange rate disclosed to you at the time you initiate the transaction. Exchange rates may fluctuate based on market conditions, and different rates may apply to different transactions. The applicable exchange rate will be displayed before you confirm the transaction. By confirming a transaction, you agree to the exchange rate as displayed and acknowledge that you bear the risk of exchange rate fluctuations, including in the event a transaction is unsuccessful or not completed.

**8.4. Transaction Confirmation.** By confirming a transaction through the Site or application, you agree to the applicable exchange rate and Fees displayed at the time of confirmation, as well as any other amounts owed to us under these Terms.

**8.5. Negative Balances.** If your Account reflects a negative balance as a result of a technical error or any action by you or a third party, that negative amount constitutes a debt owed by you to us, repayable immediately without demand. You irrevocably authorize us to set off any negative balance against funds subsequently added to or received into your Account. We may take any reasonable steps to recover outstanding amounts, including engaging third-party collection services, and may charge you for the reasonable costs of such recovery.

## **9. Unauthorized Transactions**

**9.1. Notification Obligation.** You must notify us in writing as soon as you become aware of any unauthorized or incorrectly executed transaction, and in any event no later than thirty (30) days after the transaction date.

**9.2. Investigation.** We may investigate any transaction reported as unauthorized or incorrectly executed. We may request supporting information and documentation from you, and you agree to cooperate fully and provide all reasonably requested materials within seven (7) business days of our request. You also agree to cooperate with any relevant authorities involved in our investigation. Any payment instruction submitted through the application will be treated as evidence of your authorization.

**9.3. Complaints.** If you have a complaint, please contact our support team. If your complaint remains unresolved, you may direct it to the applicable consumer protection or financial regulatory authority in Canada.

## **10. Intellectual Property, Feedback, and Third-Party Applications**

**10.1. Permitted Use.** You may use the Services only as expressly permitted by these Terms and solely as necessary in connection with your use of the Services.

**10.2. Ownership.** All intellectual property rights in and to the Services — including software, application programming interfaces, developer tools, source code, libraries, data, content, text, designs, images, and documentation provided as part of the Services ("Intellectual Property") — are owned by Pure Digital Exchange or its respective third-party licensors, with all rights reserved. You acknowledge that all Intellectual Property remains the sole property of Pure Digital Exchange or the relevant owner.

**10.3. Restrictions.** You agree not to, and will not attempt to, directly or indirectly: copy, reproduce, distribute, republish, display, transmit, assign, or sell any Intellectual Property in any form or by any means, except as expressly permitted by these Terms. You further agree not to modify, reverse engineer, disassemble, or decompile the Services or any component thereof.

**10.4. No License.** Nothing in these Terms grants you any license or right to use any Intellectual Property owned by Pure Digital Exchange or any third party, except as expressly stated herein. All third-party trademarks, product names, and company names are the property of their respective owners. Reference to third-party marks does not imply any affiliation with, endorsement by, or association between such owners and Pure Digital Exchange.

**10.5. Feedback.** If you provide ideas, suggestions, comments, or other input regarding the Services or proposed improvements ("Feedback"), you grant Pure Digital Exchange an unrestricted, perpetual, irrevocable, non-exclusive, royalty-free right to use, exploit, and incorporate such Feedback for any purpose, including improving the Services and developing new products and services.

## **11. Disclaimer of Warranties**

**11.1.** We make reasonable efforts to ensure that transactions are processed in a timely manner. However, we make no representations or warranties regarding processing times, as the Services depend on factors outside our reasonable control.

**11.2.** EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, THE SERVICES AND PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PURE DIGITAL EXCHANGE EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM

COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO DISCONTINUE USE OF THE SERVICES.

**11.3.** Certain jurisdictions do not permit the exclusion of implied warranties or conditions, and the foregoing disclaimer may not apply to you in full. You may have additional legal rights that vary by jurisdiction.

## **12. Indemnification**

**12.1.** You agree to defend, indemnify, and hold harmless Pure Digital Exchange, its service providers, and their respective subsidiaries, officers, directors, agents, partners, and employees from and against any claims, liabilities, damages, losses, and expenses — including reasonable legal fees — arising out of or in connection with: (a) your use of or access to the Services; (b) your violation of these Terms; (c) your violation of any applicable law or regulation; or (d) your infringement of any rights of a third party.

## **13. Limitation of Liability**

**13.1.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PURE DIGITAL EXCHANGE, ITS SERVICE PROVIDERS, OR THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, PARTNERS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, PURE DIGITAL EXCHANGE'S TOTAL AGGREGATE LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE GREATER OF: (A) THE FEES PAID BY YOU TO PURE DIGITAL EXCHANGE IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) FIVE HUNDRED DOLLARS (USD \$500.00 / CAD \$500.00).

**13.2.** PURE DIGITAL EXCHANGE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS ARISING FROM THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, TELECOMMUNICATIONS NETWORKS, OR OTHER SYSTEMS OR INFRASTRUCTURE OUTSIDE OUR REASONABLE CONTROL.

**13.3.** NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, PURE DIGITAL EXCHANGE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR CLAIM ARISING FROM: (A) THE ACTS OR OMISSIONS OF ANY THIRD-PARTY PROVIDER, INCLUDING CARD ISSUERS, PAYMENT PROCESSORS, OR BANKING PARTNERS; (B) THE UNAVAILABILITY OR MALFUNCTION OF ANY THIRD-PARTY NETWORK, BLOCKCHAIN PROTOCOL, OR DECENTRALIZED INFRASTRUCTURE; OR (C) ANY REGULATORY ACTION, FREEZE, OR RESTRICTION IMPOSED BY A THIRD-PARTY PROVIDER OR GOVERNMENTAL AUTHORITY. YOUR SOLE RECOURSE IN RESPECT OF THIRD-PARTY PROVIDER

SERVICES IS AGAINST THE APPLICABLE THIRD-PARTY PROVIDER UNDER ITS OWN TERMS.

## **14. Dispute Resolution and Governing Law**

**14.1. Governing Law.** These Terms, and any dispute or claim arising out of or relating to the Services or these Terms (each, a "Claim"), shall be governed by and construed in accordance with the laws of the State of Delaware and applicable federal laws of the United States, without regard to conflict of law principles. Notwithstanding the foregoing, Claims brought by or against Clients resident in Canada shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and shall be subject to the exclusive jurisdiction of the courts of the Province of British Columbia, without regard to conflict of law principles. Nothing in this Section limits the right of Pure Digital Exchange to seek injunctive or other equitable relief in any jurisdiction.

**14.2. Dispute Resolution.** If a dispute arises between you and Pure Digital Exchange, we encourage you to contact us first to seek an informal resolution. We are committed to addressing your concerns in a fair and timely manner.

Disputes may be submitted to us at:

**Pure Digital Exchange LLC** c/o Harvard Business Services, Inc., 16192 Coastal Hwy, Lewes, DE 19958 **Email:**[contact@puredigital.solutions](mailto:contact@puredigital.solutions)

**14.3. Arbitration.** Any dispute arising out of or relating to these Terms — including questions of validity, interpretation, performance, breach, or termination, and including tort claims — that cannot be resolved informally may be referred to binding arbitration.

**14.4. Improperly Filed Claims.** All claims against Pure Digital Exchange must be brought in accordance with Section 14. Claims filed contrary to this Section shall be considered improperly filed and a breach of these Terms. Pure Digital Exchange reserves the right to recover reasonable legal costs — up to **\$1,000.00 USD** — where it has provided written notice of an improperly filed claim and you have failed to promptly withdraw it.

**14.5. Canadian Regulatory Complaints.** Clients resident in Canada who are not satisfied with the resolution of a complaint may escalate their complaint to the applicable Canadian regulatory authority, including FINTRAC (in respect of AML/CTF matters) or the relevant provincial consumer protection authority. Pure Digital Exchange maintains a formal complaints handling procedure in accordance with its obligations as a registered MSB under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (PCMLTFA). Details of our complaints procedure are available upon request.

## **15. Termination**

**15.1. Termination by Pure Digital Exchange.** Subject to applicable law, we may suspend, restrict, or terminate your access to any or all of the Services, including your Account, at any time and for any reason.

**15.2. Immediate Suspension.** We may immediately suspend the Services if:

- You commit a material or persistent breach of these Terms;
- We have reasonable grounds to believe you are engaged in fraudulent, unlawful, or prohibited activity, or are using the Services for any illegal purpose;
- You provide false, misleading, or incomplete information, or fail to provide information we reasonably request;
- We determine that your activity presents an unacceptable compliance, financial, reputational, or operational risk to us;
- You are subject to insolvency, bankruptcy, receivership, or similar proceedings;
- Suspension is necessary for security reasons or to protect the integrity of the Services;
- Suspension is required to comply with applicable law, regulation, court order, or the instructions of a regulatory or government authority; or
- A government authority, financial institution, or regulatory partner requires or directs us to do so.

**15.3. Modification of Services.** We reserve the right to modify, suspend, or discontinue any aspect of the Services at any time without notice. We will not be liable for any modification, suspension, or discontinuation of the Services.

**15.4. Termination by You.** You may terminate your use of the Services at any time by ceasing to use the Services and notifying us that you wish to close your Account.

## **16. Electronic Communications and Consent**

**16.1. Electronic Agreement.** You acknowledge and agree that these Terms are entered into electronically. Creating an Account and establishing account credentials constitutes your electronic signature to these Terms and any related agreements, with the same legal effect as a handwritten signature.

**16.2. Electronic Communications.** The following categories of information ("Communications") may be provided to you electronically, subject to applicable law including Canada's Anti-Spam Legislation ("CASL") and applicable U.S. electronic communications laws:

- These Terms and any amendments, modifications, or supplements;
- Transaction records and account statements;
- Initial, periodic, or other disclosures or notices required by applicable law;
- Customer service communications, including communications regarding errors or unauthorized transactions; and
- Any other communications relating to the Services or Pure Digital Exchange.

**16.3. Delivery of Communications.** Communications may be delivered to you via the email address or phone number you provide, including through automated or pre-recorded messages, email, or text messages, subject to applicable law. Standard telephone and messaging charges may apply. We may engage third-party service providers to deliver Communications on our behalf.

**16.4. Technical Requirements.** To access and retain electronic Communications, you will need: a device capable of accessing the Internet; a compatible web browser or application; and a printer or other means of retaining documents.

**16.5. Withdrawal of Consent.** The Services do not support delivery of Communications in paper or non-electronic format. If you withdraw your consent to receive electronic Communications, your access to the Services will be terminated. To withdraw consent, please contact us using the contact information provided in these Terms.

## **17. Miscellaneous**

**17.1. Third-Party Links.** Our Site may contain links to third-party websites or content provided for your convenience. Such links do not constitute an endorsement by Pure Digital Exchange of the linked site or its content. We have no control over third-party sites and are not responsible for their accuracy, completeness, legality, or any other aspect. You access such sites at your own risk.

**17.2. Entire Agreement.** These Terms, together with our Privacy Policy and any other agreements incorporated by reference, constitute the entire agreement between you and Pure Digital Exchange with respect to the Services and supersede all prior agreements, representations, and understandings.

**17.3. No Waiver.** Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of that right or provision. If any provision of these Terms is found to be invalid or unenforceable by a court or arbitrator of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable.

**17.4. Force Majeure.** We shall not be liable for any failure or delay in performing our obligations under these Terms to the extent such failure or delay is caused by circumstances beyond our reasonable control, including but not limited to: changes in applicable law or regulation; unavailability of required infrastructure or networks; sovereign default; power or Internet failure; civil unrest; war; pandemic; or natural disasters including earthquake, fire, or flood.

**17.5. Modifications to Terms.** We may update these Terms from time to time. Where required by applicable law, we will provide advance notice of material changes. The most current version of these Terms will always be available on our Site. Your continued use of the Services after the effective date of any amendment constitutes your acceptance of the updated Terms. If you do

not agree to any amendment, you must stop using the Services. You may not modify these Terms, and any purported modification by you shall be void.

## 18. Security

**18.1.** The security of your Account and transactions is a priority for Pure Digital Exchange. We employ a range of technical and organizational security measures to protect your information and funds. You are encouraged to exercise caution when transferring funds, particularly to individuals or entities you do not know well. Be alert to offers or opportunities that appear too good to be true, as these may be indicators of fraud.

**18.2.** If you believe you have been, or may be, a victim of fraud or unauthorized activity on your Account, please contact us immediately at [contact@puredigital.solutions](mailto:contact@puredigital.solutions)

**18.3.** If you are aware of any person or entity misusing the Services, please report this to us at [contact@puredigital.solutions](mailto:contact@puredigital.solutions)

**18.4.** If you receive any fraudulent or phishing communications purporting to be from Pure Digital Exchange, please forward them to us and do not respond to or act on such communications.

## 19. Privacy and Personal Information

**19.1. Privacy Policy.** By agreeing to these Terms, you acknowledge and consent to the collection, use, and disclosure of your personal information in accordance with our **Privacy Policy**.

**19.2. Identity Verification and Client Identification.** Applicable law requires us to obtain, verify, and record information about you before and during your use of the Services. We may require you to provide personal identifying information and documentation as part of our KYC and AML compliance obligations. You authorize us to verify the information you provide, including through reference to credit reporting agencies, identity verification services, sanctions databases, and other third-party sources, as permitted by applicable law.

**19.3. Regulatory Disclosures.** As an MSB, we may be required by law to report certain transactions or information about you to government authorities, financial intelligence units (including **FINTRAC** in Canada and **FinCEN** in the United States), law enforcement agencies, or other regulatory bodies, as further described in our Privacy Policy. Such disclosures may be made without prior notice to you where required or permitted by law.

**19.4. Verification Authorization.** You consent and authorize us to make any inquiries — to you or to third parties — that we reasonably consider necessary to validate the information you provide. This may include requesting additional documentation, verifying ownership of your email address or payment instruments, or cross-referencing your information against third-party databases.

**19.5. Cross-Border Data Processing.** Pure Digital Exchange may transfer and store personal information in Canada, the United States, and other jurisdictions in order to perform its obligations under these Terms. The privacy laws of those jurisdictions may differ from those of your country of residence. Please refer to our Privacy Policy for further information on cross-border data transfers.

## **20. Contact Us**

If you have any questions about these Terms or the Services, please contact us at:

### **Pure Digital Exchange LLC**

c/o Harvard Business Services, Inc. 16192 Coastal Hwy, Lewes, DE 19958

**Email:** [contact@puredigital.solutions](mailto:contact@puredigital.solutions)