



# TERMS AND CONDITIONS

Last Updated: May 6, 2026

## 1. Introduction

1.1. These Terms and Conditions ("Terms") govern the use of the website <https://notainc.co/> ("Website") and all services provided by NOTA INC. ("NOTA", "we", "us", or "our"). By accessing the Website or using any of our services, the Client agrees to comply with these Terms, including any referenced policies and future amendments.

1.2. NOTA INC. is a corporation incorporated under the laws of Canada, corporation number 1000640793, with its registered office at 1110 Finch Avenue West, Suite 220, North York, Ontario, M3J2T2, Canada. NOTA is a registered Money Services Business (MSB) with the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC), registration number M23079093.

1.3. NOTA operates in compliance with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA) and associated Regulations, as well as the Retail Payment Activities Act (RPAA) as applicable to its payment service provider functions, under the supervision of the Bank of Canada.

1.4. Our services include foreign currency exchange, money transfers, payment processing, and related financial services as described in Section 4. These services are available only for lawful purposes and are subject to the terms set out herein.

## 2. Definitions

**Agreement** means these Terms and Conditions, together with any annexes, schedules, amendments, and any separate agreements entered into between NOTA and the Client in connection with the Services.

**AML/CTF** means anti-money laundering and counter-terrorist financing laws and regulations, including the PCMLTFA and all related Canadian regulations.

**Authorized Representative** means a person formally authorized by the Client to act on its behalf in connection with NOTA's Services.

**Business Day** means any day on which banks and financial institutions in the Province of Ontario, Canada are open for business, excluding Saturdays, Sundays, and public holidays.

**Client** means any individual or legal entity that uses NOTA's Services.

**Confidential Information** means all oral and written information exchanged between the Parties in connection with the Services, excluding information that: (a) is or becomes publicly available other than through a breach of these Terms; (b) was known to a Party prior to disclosure; (c) is received from a third party without restriction; or (d) is required to be disclosed by law or regulatory authority.

**Costs** means any costs and expenses payable to third parties in connection with the provision of the Services.

**Exchange Rate** means the rate at which one currency is exchanged for another, as set by NOTA at the time of the Transaction.

**Fiat Currency** means any government-issued currency recognized as legal tender, including but not limited to CAD, USD, EUR, and GBP.

**Fees** means any commissions, service charges, and any other charges payable to NOTA for the provision of the Services, as determined by NOTA from time to time.

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

**Onboarding Portal** means the secure online platform through which prospective Clients complete identity verification, submit required documentation, and register for NOTA's Services.

**Payment Transaction** means any fund transfer, payment, or settlement executed by NOTA on behalf of or for the benefit of the Client.

**PCMLTFA** means the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, S.C. 2000, c. 17, and associated Regulations.

**RPAA** means the Retail Payment Activities Act, S.C. 2021, c. 23, s. 177.

**Services** means the foreign currency exchange, money transfer, payment processing, and related financial services provided by NOTA, as described in Section 4.

**Transaction** means any individual exchange, transfer, conversion, or payment operation executed under these Terms or under a separate agreement between NOTA and the Client.

**Virtual Currency** means a digital representation of value that can be used for payment or exchange purposes and that is not Fiat Currency.

### **3. Agreement Scope and Application**

3.1. These Terms set forth the general legal framework under which NOTA provides its Services. Where NOTA and the Client have entered into a separate agreement for specific

services, the terms of such separate agreement shall prevail to the extent of any inconsistency with these Terms. In all other respects, these Terms apply in full.

3.2. Prior to using any Services, the Client must complete NOTA's onboarding process, including submission of required documentation, identity and business verification, and designation of authorized individuals. The Client is responsible for the accuracy and completeness of all submitted information and must promptly notify NOTA of any updates or changes.

3.3. The Client agrees to comply with all applicable financial regulations, including those enforced by FINTRAC, the Bank of Canada, the Office of the Superintendent of Financial Institutions (OSFI), and any other relevant regulatory authority.

3.4. The Client confirms that neither it nor any of its directors, shareholders, beneficial owners, or affiliated entities are listed under any sanctions regime, including those administered by the Government of Canada, the U.S. Office of Foreign Assets Control (OFAC), the European Union, or the United Nations.

3.5. NOTA reserves the right to deny or revoke access to its Services at any time based on compliance concerns, risk assessment outcomes, or violations of these Terms.

## 4. Services

4.1. **Foreign Currency Exchange.** NOTA provides foreign currency exchange services, including transactions involving Virtual Currency where available. All exchange operations are executed at Exchange Rates set by NOTA.

4.2. **Money Transfer Services.** NOTA facilitates the sending and receiving of funds on behalf of Clients in accordance with the Client's instructions. Transfers may be executed as:

(a) **First-party payments**, where the Client is the sender or recipient of funds for its own account; or

(b) **Third-party payments**, where NOTA executes a payment to a designated beneficiary or receives funds from a designated sender on behalf of and as instructed by the Client.

4.3. **Payment Processing Services.** NOTA provides payment processing services, including:

(a) the initiation of electronic funds transfers at the request of end users;

(b) the authorization, transmission, reception, or facilitation of instructions in relation to electronic funds transfers; and

(c) the provision or maintenance of an account that, in relation to an electronic funds transfer, is held on behalf of one or more end users by NOTA or its partner payment service providers.

4.4. NOTA provides its Services through a network of partner payment service providers and financial institutions. NOTA orchestrates the movement of funds through pooled or dedicated accounts maintained with such partners, depending on the service configuration and the

partner's capabilities. These services are provided in accordance with NOTA's obligations under the PCMLTFA and, where applicable, the RPAA.

4.5. In the course of providing its Services, NOTA may receive Client funds into accounts maintained by NOTA or its partners. Such funds are received with concurrent instructions for their immediate transfer or processing and are therefore considered to be in transit, not at rest. NOTA does not hold funds on behalf of end users within the meaning of the RPAA. NOTA is not a deposit-taking institution and does not provide deposit, savings, or custodial services.

4.6. NOTA reserves the right to modify, expand, or discontinue any of its Services at its sole discretion, with reasonable notice to affected Clients where practicable.

**4.7. Availability of Virtual Currency Services to UK/EU Clients.** NOTA does not provide Services involving Virtual Currency or other crypto-related Services to any Client located in, resident in, or incorporated or organized under the laws of the United Kingdom or the European Union.

## **5. Eligibility**

5.1. To use NOTA's Services, the Client must:

- (a) be at least 18 years of age (for individuals);
- (b) be duly incorporated or organized and in good standing under the laws of its jurisdiction (for legal entities);
- (c) have full legal capacity and authority to enter into these Terms;
- (d) successfully complete NOTA's onboarding and verification process;
- (e) not be located in, or a resident or national of, any country subject to comprehensive sanctions or designated as a high-risk jurisdiction by NOTA; and
- (f) not be listed on any sanctions list maintained by the Government of Canada, the United States, the European Union, or the United Nations.

5.2. NOTA reserves the right to refuse service to any person or entity at its sole discretion.

## **6. KYC and AML/CTF Compliance**

6.1. NOTA is legally obligated to conduct customer due diligence (CDD) in accordance with the PCMLTFA and applicable FINTRAC regulations. Access to Services will only be granted after successful identity verification.

6.2. The verification process may include verification of the identities of directors, shareholders, trustees, and ultimate beneficial owners who directly or indirectly hold 25% or more of voting rights or equity, or who otherwise exercise control over the Client.

6.3. If NOTA determines that enhanced due diligence (EDD) is required, the Client agrees to provide all requested information and documentation, including source of funds, business

activity descriptions, and supporting documents. NOTA reserves the right to limit or refuse access to Services if the Client does not meet internal compliance standards.

6.4. If the Client fails to provide requested verification materials, or if such materials are determined to be false, incomplete, or misleading, NOTA may suspend, restrict, or terminate access to Services.

6.5. The Client must notify NOTA without delay, and no later than two (2) Business Days, of any changes to its directors, shareholders, trustees, or beneficial owners.

6.6. NOTA conducts ongoing monitoring of all Client relationships as required by FINTRAC. The Client agrees to respond to periodic requests for updated information in a timely and complete manner.

6.7. NOTA is required to report certain Transactions to FINTRAC, including suspicious transactions, large cash transactions, and electronic funds transfers, as mandated by the PCMLTFA. The Client acknowledges and consents to such reporting.

6.8. NOTA may from time to time request additional information or documentation from the Client for compliance purposes, including but not limited to source of funds verification, transaction justification, and updated identification documents. The Client agrees to respond to such requests promptly and in full. Failure to do so may result in delays, suspension, or termination of Services.

## **7. Transaction Procedure**

7.1. To initiate a Transaction, the Client submits a request to NOTA, together with all necessary supporting information and documentation.

7.2. Each Transaction is executed on terms determined by NOTA, including the applicable Exchange Rate, Fees, and Costs. The applicable terms are communicated to the Client prior to execution in accordance with Section 8.

7.3. NOTA accepts the Client's request for execution at its sole discretion. NOTA may decline, delay, or refuse to execute any request for any reason, including but not limited to compliance considerations, risk assessment, regulatory requirements, insufficient funds, or incomplete documentation.

7.4. Once a Transaction is confirmed by NOTA and executed, it is binding and final. The Client acknowledges that executed Transactions cannot be reversed or amended except where required by applicable law.

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

8.1. NOTA is entitled to charge Fees for the provision of its Services. The Fees are determined by NOTA at its sole discretion and may vary depending on the type of Service, Transaction volume, currency, jurisdiction, and other factors.

8.2. The applicable Fees, Costs, and Exchange Rate may be communicated to the Client by any of the following means:

- (a) publication on the Website;
- (b) through the Client's account on NOTA's platform, where available;
- (c) by email to the Client's registered email address;
- (d) in a document signed by both Parties;
- (e) through any other communication channel agreed between the Parties.

Communication of the applicable Fees, Costs, and Exchange Rate by any of the above means shall constitute valid notice to the Client.

8.3. The applicable Fees, Costs, and Exchange Rate are deemed accepted by the Client unless the Client objects prior to the execution of the Transaction. Where the Client is an individual, NOTA shall obtain the Client's express consent before executing the Transaction.

8.4. NOTA reserves the right to amend the Fees at any time at its sole discretion. Updated Fees may be communicated to the Client by any of the means set out in Section 8.2. Continued use of the Services after such communication constitutes the Client's acceptance of the updated Fees.

8.5. All Costs incurred in connection with the provision of the Services are borne by the Client unless otherwise determined by NOTA.

8.6. NOTA is entitled to deduct the applicable Fees and Costs from the Transaction amount or to invoice them separately, at NOTA's discretion.

8.7. NOTA is not responsible for any additional fees, charges, or deductions imposed by intermediary banks, correspondent financial institutions, payment networks, or the Client's own financial institution.

## **9. Risks**

9.1. The Client acknowledges that the use of NOTA's Services involves inherent risks, including but not limited to:

- (a) Exchange Rate fluctuations that may affect the value of Transactions between the time of request and execution;
- (b) transaction delays caused by intermediary banks, payment networks, partner payment service providers, or regulatory reviews;
- (c) regulatory changes that may restrict or prohibit certain types of Transactions or Services;
- (d) the risk of fraud, cyber-attacks, or security breaches; and
- (e) risks associated with Virtual Currency, including technological vulnerabilities, irreversibility of transactions, network disruptions, and the absence of deposit protection or investor compensation schemes.

9.2. The Client is solely responsible for evaluating the risks of each Transaction.

9.3. NOTA does not provide investment, financial, legal, or tax advice. All content on the Website is provided for informational purposes only.

9.4. The Client assumes all risk associated with Transactions conducted through NOTA's Services.

## **10. Restrictions on Use of Services**

10.1. The Client agrees to use NOTA's Services solely for lawful purposes and in full compliance with all applicable laws, regulations, and NOTA's internal policies.

10.2. The following activities are strictly prohibited:

- (a) transactions involving narcotics, controlled substances, or drug paraphernalia;
- (b) transactions involving counterfeit goods, stolen property, or unauthorized replicas;
- (c) transactions involving unlicensed firearms, ammunition, explosives, or weapons;
- (d) unlawful gambling, betting, or lotteries;
- (e) pyramid schemes, Ponzi schemes, or other forms of investment fraud;
- (f) unlicensed money transmission or remittance services;
- (g) unregulated forex trading, binary options, or speculative arbitrage;
- (h) transactions involving shell companies lacking a clear operational purpose;
- (i) adult entertainment, escort services, or sexually explicit content;
- (j) offshore financial services operating without lawful registration;
- (k) high-risk lending, payday loans, or unlicensed credit services;
- (l) accepting assets known or suspected to be proceeds of criminal activity;
- (m) transactions with individuals or entities on any applicable sanctions list;
- (n) maintaining anonymous accounts or accounts for shell banks; and
- (o) any other activity that NOTA determines, at its sole discretion, poses an unacceptable legal, regulatory, financial, or reputational risk.

10.3. NOTA reserves the right to refuse, delay, or block any Transaction where there is a reasonable basis to believe that the Transaction violates these Terms, applicable law, or poses legal, financial, or reputational risk to NOTA.

10.4. If NOTA determines that the Client has engaged in any restricted activity, it may at its sole discretion:

- (a) suspend or terminate the Client's access to Services;
- (b) reverse or cancel any related Transactions;
- (c) report the activity to FINTRAC, law enforcement, or other competent authorities; and
- (d) pursue legal action to recover any damages or losses incurred.

10.5. NOTA reserves the right to update the list of restricted activities at any time. The updated list takes effect upon publication on the Website.

## **11. Representations and Warranties**

11.1. The Client represents and warrants to NOTA that:

- (a) it has full legal capacity and authority to enter into and perform its obligations under these Terms;
- (b) all information provided to NOTA is complete, accurate, and not misleading;
- (c) all funds used in Transactions have a lawful origin, are free of liens or encumbrances, and the Client has full right and authority to transfer them;
- (d) the Client is not subject to any sanctions, is not on any prohibited party list, and is not engaging in Transactions for any illicit purpose;
- (e) the Client will comply with all applicable laws, including AML/CTF regulations, sanctions laws, and tax obligations; and
- (f) there is no pending or threatened litigation, arbitration, or regulatory proceeding that would materially impair the Client's ability to perform its obligations.

11.2. These representations and warranties are deemed repeated each time the Client initiates a Transaction.

## **12. Limitation of Liability**

12.1. To the maximum extent permitted by applicable law, NOTA shall not be liable to the Client for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of business opportunity, loss of data, loss of goodwill, or business interruption, however caused and under any theory of liability.

12.2. NOTA shall not be liable for any delay or failure in the execution of a Transaction resulting from: (a) events beyond its reasonable control, including force majeure, government actions, regulatory changes, cyberattacks, internet or system outages, or failures by third-party providers; (b) errors or omissions in the information provided by the Client or in the Client's

request; or (c) actions, delays, or failures by intermediary banks, payment networks, partner payment service providers, or other third parties.

12.3. NOTA's aggregate liability to the Client for direct damages arising out of or in connection with these Terms or any Transaction shall not exceed the total Fees paid by the Client to NOTA in the twelve (12) months preceding the event giving rise to the claim.

12.4. Nothing in these Terms shall exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot be lawfully excluded under applicable law.

### **13. Indemnification**

13.1. The Client agrees to indemnify, defend, and hold harmless NOTA, its affiliates, officers, directors, employees, agents, and representatives from and against any and all losses, liabilities, damages, claims, fines, penalties, costs, and expenses (including reasonable legal fees) arising out of or related to:

- (a) any breach of these Terms by the Client;
- (b) any violation of applicable law or regulation by the Client in connection with the Services or any Transaction;
- (c) any inaccurate, incomplete, or misleading information provided by the Client;
- (d) any unauthorized use of NOTA's Services; and
- (e) any third-party claim arising from the Client's use of the Services.

### **14. Confidentiality**

14.1. All commercial, technical, and personal information exchanged between the Parties in connection with the Services shall be treated as Confidential Information and shall not be disclosed to any third party without the prior written consent of the disclosing Party, except:

- (a) as required by law, regulation, court order, or competent authority;
- (b) to NOTA's partner payment service providers, financial institutions, correspondent banks, and intermediary banks to the extent necessary for the provision of the Services;
- (c) to NOTA's affiliates, subsidiaries, and parent entities;
- (d) to NOTA's employees, agents, mandataries, contractors, subcontractors, and service providers;
- (e) to NOTA's professional advisors, lawyers, auditors, accountants, and compliance service providers;
- (f) to NOTA's technology vendors, software providers, and IT infrastructure providers;

(g) to FINTRAC, the Bank of Canada, OSFI, law enforcement, or other regulatory authorities in accordance with NOTA's reporting and compliance obligations; and

(h) to any other third party where such disclosure is necessary for the performance of NOTA's obligations under these Terms or under applicable law.

14.2. This obligation of confidentiality shall survive the termination of these Terms.

## **15. Intellectual Property**

15.1. The Website, all related content, designs, trademarks, logos, and proprietary elements are owned or lawfully licensed by NOTA. This includes all copyrights, trademarks, domain names, database rights, design rights, and patents, whether registered or unregistered.

15.2. The Client may not copy, reproduce, alter, distribute, reverse engineer, or make commercial use of any of NOTA's intellectual property without prior written authorization.

15.3. Any unauthorized use of NOTA's intellectual property constitutes a breach of these Terms and may result in legal action by NOTA.

## **16. Data Protection and Privacy**

16.1. NOTA processes personal data in accordance with its Privacy Policy, available at <https://notainc.co/en/privacy-policy>, and in compliance with applicable data protection legislation, including:

(a) in Canada: the Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable provincial privacy legislation;

(b) in the European Economic Area and the United Kingdom: the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the UK GDPR, as applicable; and

(c) in all other jurisdictions: applicable local data protection and privacy laws.

16.2. NOTA acts as an independent data controller in respect of personal data collected from or about the Client and its representatives. The Client acts as an independent data controller in respect of any personal data it provides to NOTA relating to third parties (such as beneficiaries, directors, or beneficial owners).

16.3. By using NOTA's Services, the Client consents to the collection, use, processing, and transfer of personal data as described in the Privacy Policy and as necessary for: identity verification, transaction processing, compliance monitoring, fraud prevention, regulatory reporting, and the provision of Services.

16.4. NOTA may transfer personal data across borders for the purposes of payment processing, fraud prevention, compliance, and service delivery. Such transfers shall be carried out in compliance with applicable data protection legislation, including, where required, the use of Standard Contractual Clauses (SCCs), the UK International Data Transfer Agreement (IDTA), or other lawful transfer mechanisms.

16.5. NOTA may share personal data with:

- (a) FINTRAC, the Bank of Canada, and other regulatory authorities as required by law;
- (b) fraud prevention agencies;
- (c) partner payment service providers, financial institutions, and banking partners;
- (d) agents, subcontractors, and technology vendors involved in the provision of the Services;  
and
- (e) legal, compliance, and audit service providers.

16.6. The Client is responsible for ensuring that it has obtained all necessary consents and provided all required notices to any individuals whose personal data it provides to NOTA, including beneficiaries and Authorized Representatives.

16.7. Data subjects may exercise their rights under applicable data protection legislation (including rights of access, rectification, erasure, restriction, portability, and objection) by contacting NOTA at [legalteam@notainc.co](mailto:legalteam@notainc.co). NOTA will respond to such requests within the timeframes prescribed by applicable law.

16.8. Personal data will be retained for as long as required under applicable laws, including AML/CTF record-keeping requirements (minimum five years from the date of the Transaction or the end of the business relationship, whichever is later) and applicable data protection retention obligations.

## **17. Communication**

17.1. Communication between NOTA and the Client may be conducted through any of the following means, provided that the chosen method allows for reliable identification of the Parties:

- (a) email;
- (b) the Client's account on NOTA's platform, where available;
- (c) messaging applications and other communication channels established between the Parties in the course of the business relationship (including but not limited to Telegram, WhatsApp, and similar services);
- (d) through NOTA's agents, mandataries, or authorized representatives;
- (e) through the Client's Authorized Representatives; or
- (f) by any other means agreed between the Parties.

17.2. Communications sent by any of the means set out in Section 17.1 shall constitute valid notice and are deemed delivered on the next Business Day.

17.3. The Client is responsible for ensuring that all contact details provided to NOTA remain accurate and up to date.

17.4. NOTA may record and archive all communications, regardless of the channel used, for compliance, dispute resolution, and quality purposes without prior notice. Such recordings may be used as evidence where necessary.

17.5. All formal notices under these Terms, including but not limited to notices of termination, breach, force majeure, claims, and disputes, must be sent by email to [info.ca@notainc.co](mailto:info.ca@notainc.co) or by mail to NOTA's registered office at 1110 Finch Avenue West, Suite 220, North York, Ontario, M3J2T2, Canada. Such notices are deemed delivered on the next Business Day (if sent by email) or upon receipt (if sent by mail).

## **18. Suspension of Services**

18.1. NOTA reserves the right to suspend, restrict, or discontinue any part of its Services at any time, without prior notice and without liability, if:

- (a) the Client has breached these Terms or violated applicable laws;
- (b) activity suggests potential fraud, unauthorized access, or security risks;
- (c) the Client is engaged in Transactions that pose legal, financial, or reputational risk to NOTA;
- (d) NOTA is required to act in accordance with obligations imposed by FINTRAC, the Bank of Canada, OSFI, or other competent authorities; or
- (e) NOTA determines, at its sole discretion, that suspension is necessary for any other reason.

18.2. Where feasible, NOTA will notify the Client of the suspension. Full disclosure may not be possible where doing so would breach legal obligations, interfere with an investigation, or compromise third-party information.

18.3. Suspension does not release the Client from any outstanding obligations under these Terms, including the payment of Fees and Costs.

## **19. Termination**

19.1. Either Party may terminate the relationship by providing the other Party with thirty (30) days' prior written notice.

19.2. NOTA may terminate the relationship with immediate effect if:

- (a) the Client commits a material breach and fails to cure such breach within fifteen (15) days of written notice;
- (b) the Client becomes subject to insolvency, bankruptcy, liquidation, or similar proceedings;
- (c) the Client is identified as a designated person under any applicable sanctions regime;

- (d) the Client fails to complete required verification;
- (e) there is a significant, unexplained change in transaction volume or frequency;
- (f) the Client's conduct creates material compliance, reputational, or legal risk for NOTA; or
- (g) NOTA is required to terminate the relationship by FINTRAC, the Bank of Canada, or other competent authority.

19.3. Upon termination, all outstanding Transactions shall be completed or settled in accordance with their terms. Any remaining funds owed to the Client will be returned to the Client's designated account, subject to applicable deductions for Fees, Costs, and any amounts owed to NOTA.

19.4. NOTA reserves the right to withhold funds for a reasonable period following termination to the extent necessary to resolve any pending compliance reviews, investigations, or third-party claims.

19.5. Provisions of these Terms that by their nature should survive termination shall remain in full force and effect, including sections relating to confidentiality, intellectual property, limitation of liability, indemnification, data protection, and governing law.

## **20. Force Majeure**

20.1. Neither Party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, governmental actions, regulatory changes, natural disasters, pandemics, power outages, cyberattacks, failures of third-party service providers, disruptions to banking or payment networks, or sanctions imposed by any competent authority.

20.2. The Party experiencing such circumstances shall promptly notify the other Party and use commercially reasonable efforts to mitigate the impact.

20.3. If the force majeure event continues for more than sixty (60) days, either Party may terminate these Terms by written notice to the other Party.

## **21. Disclaimer of Warranties**

21.1. NOTA's Services are provided on an "AS IS" and "AS AVAILABLE" basis, without any express, implied, or statutory warranties. NOTA makes no representation or warranty regarding the uninterrupted, timely, or error-free operation of its Website or Services.

21.2. NOTA does not guarantee that the Website will be free from viruses or other harmful components, or that the results of using the Services will meet the Client's requirements.

21.3. NOTA operates on an execution-only basis and does not provide financial, investment, legal, or tax advice. All content on the Website is provided for informational purposes only.

## **22. Amendments**

22.1. NOTA reserves the right to amend these Terms at any time at its sole discretion.

22.2. Amendments may be communicated to the Client by any of the means set out in Section 8.2, including publication on the Website. NOTA will provide reasonable advance notice of material amendments.

22.3. If the Client does not notify NOTA of its objection before the effective date, the amendments shall be deemed accepted. Continued use of the Services after the effective date constitutes acceptance of the amended Terms.

22.4. If the Client objects to the proposed amendments, the Client may terminate the relationship in accordance with Section 19.

22.5. NOTA may introduce amendments without prior notice if the changes are required by law or regulation, or otherwise do not negatively affect the Client's rights.

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

23.1. These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law provisions.

23.2. The Parties shall first attempt to resolve any dispute arising out of or in connection with these Terms through good-faith negotiation.

23.3. If the dispute cannot be resolved through negotiation within thirty (30) days, it shall be submitted to the exclusive jurisdiction of the courts of the Province of Ontario, Canada.

### **24. Miscellaneous**

24.1. **Severability.** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

24.2. **Waiver.** No failure or delay by NOTA in exercising any right or remedy shall constitute a waiver of that or any other right or remedy.

24.3. **Assignment.** The Client may not transfer, assign, or delegate any rights or obligations under these Terms without NOTA's prior written consent. NOTA may assign or transfer these Terms, in whole or in part, at any time without the Client's consent.

24.4. **Entire Agreement.** These Terms, together with any separate agreements, the Privacy Policy, and any other referenced policies, constitute the entire agreement between the Parties regarding the subject matter hereof and supersede all prior agreements and understandings.

24.5. **No Third-Party Beneficiaries.** Nothing in these Terms shall confer any rights or benefits on any third party.

24.6. **Tax Obligations.** The Client is solely responsible for determining and fulfilling any tax obligations related to its use of NOTA's Services. NOTA does not collect, report, or remit taxes on the Client's behalf.

24.7. **Language.** These Terms are drafted in the English language. In the event of any translation, the English version shall prevail.

## **25. Contact Information**

NOTA INC. 1110 Finch Avenue West, Suite 220 North York, Ontario, M3J2T2, Canada

Corporation number: 1000640793 MSB Registration (FINTRAC): M23079093

Email: [info.ca@notainc.co](mailto:info.ca@notainc.co) Website: <https://notainc.co/>