Terms and Conditions

ArtPay · Last updated 2026-06-27

1. INTRODUCTION AND ACCEPTANCE

1.1 Parties and Scope. These Terms and Conditions ("Agreement" or "Terms") constitute a legally binding agreement between you ("User," "you," or "your") and BUYEASY TECHNOLOGY CO., LTD, a corporation incorporated under the Canada Business Corporations Act, together with its subsidiaries and affiliates (collectively, "BUYEASY," "ArtPay," "Company," "we," "us," or "our"), governing your access to and use of our website located at https://art-pay.co (the "Site"), mobile application (the "App"), and all services provided or facilitated thereby (collectively, the "Platform" or "Services").

1.2 Acceptance. By creating an account ("Account"), accessing the Platform, clicking "I Accept," checking any acceptance box, or otherwise manifesting assent, you: (a) acknowledge that you have read, understood, and agree to be bound by this Agreement; (b) represent that you have the legal capacity and authority to enter into this Agreement; (c) acknowledge that the financial services accessed through the Platform are provided by BUYEASY as described in Section 3; and (d) agree to the fees and the applicable tariff set out in Section 6. If you do not agree to these Terms, you must immediately cease all access to and use of the Platform.

1.3 Eligibility. You may use the Platform only if you: (a) are at least eighteen (18) years of age or the age of majority in your jurisdiction, whichever is greater; (b) have full legal capacity to enter into binding contracts; (c) are not prohibited from using the Platform under any applicable law, regulation, or order; (d) are not located in, organized under the laws of, or a resident of any jurisdiction subject to comprehensive economic sanctions; and (e) have not previously been suspended or removed from the Platform.

1.4 Entity Accounts. If you are opening an Account on behalf of a corporation, limited liability company, partnership, trust, or other legal entity, you represent and warrant that: (a) you are a duly authorized representative with full authority to bind the entity to this Agreement; (b) the entity is duly organized, validly existing, and in good standing under applicable law; (c) all information provided about the entity is accurate, current, and complete; and (d) you will maintain such authority throughout the term of this Agreement.

1.5 DISPUTE RESOLUTION NOTICE. THIS AGREEMENT CONTAINS PROVISIONS GOVERNING HOW DISPUTES ARE RESOLVED, INCLUDING SECTION 17 REGARDING GOVERNING LAW, JURISDICTION, AND (WHERE APPLICABLE) ARBITRATION. PLEASE READ SECTION 17 CAREFULLY.

2. PLATFORM NATURE AND SERVICE MODEL

2.1 Regulated Provider. BUYEASY operates both the technology platform and the financial services made available through it. BUYEASY TECHNOLOGY CO., LTD is 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), with registered services including foreign exchange dealing, money transferring, and dealing in virtual currencies, and registered with the Bank of Canada as a payment service provider under the Retail Payment Activities Act (the "RPAA"). BUYEASY provides the technology infrastructure, user interfaces, and tools through which it delivers its services to Users. The platform technology is developed and licensed by SquareFi Inc., a Delaware technology company that is not a financial institution and provides no financial services.

2.2 Financial Services. Subject to eligibility and applicable law, BUYEASY provides the financial services accessed through the Platform, which may include: (a) the provision of fiat and digital-asset accounts in supported currencies; (b) payment initiation and receipt over domestic and cross-border payment rails; (c) foreign-exchange conversion; and (d) fiat and stablecoin on/off-ramp. BUYEASY does not provide deposit-taking banking, lending, investment advisory, broker-dealer, or insurance services, and nothing in this Agreement constitutes investment, legal, or tax advice.

2.3 Use of Third Parties. BUYEASY is the sole provider of the financial services accessed through the Platform. In delivering those services, BUYEASY may, in its discretion, engage third-party custodians, banks, and other subcontractors, and may add, remove, or replace any of them at any time. Any such third parties act for BUYEASY and not for you; you have no separate contractual relationship with them, their terms do not apply to you, and BUYEASY is not required to disclose their identities except where required by applicable law. BUYEASY remains responsible for the services it provides under this Agreement.

2.4 Fund Custody. Funds and digital assets associated with your use of the Platform are held by BUYEASY or, where applicable, by licensed third-party custodians engaged by BUYEASY to hold, safeguard, or settle fiat or digital-asset holdings. Account balances are ledger entries recorded in BUYEASY's systems, are not deposits, and are not insured or guaranteed by the Canada Deposit Insurance Corporation (CDIC), the U.S. Federal Deposit Insurance Corporation (FDIC), or any other deposit-insurance or investor-compensation scheme. BUYEASY does not warrant the solvency of any third-party custodian.

2.5 Suspension and Restrictions. BUYEASY may, at any time and without prior notice, suspend, restrict, or terminate your access to the Platform or any service: (a) where required by a regulator, a payment network, or a third party engaged by BUYEASY; (b) where it suspects fraud, a security incident, or a legal, regulatory, or contractual violation; (c) to comply with its compliance program or risk policies; (d) if you are determined to be ineligible for a service; or (e) based on risk assessments, compliance concerns, or suspicious-activity reporting. Suspension will be proportionate to the triggering issue, and access will be reinstated promptly upon resolution.

3. FINANCIAL SERVICES

3.1 Provider. The financial services available through the ArtPay Platform are provided by BUYEASY as the regulated provider described in Section 2. These services are governed by this Agreement and our other published policies; there are no separate partner or third-party terms that you are required to review or accept.

3.2 Services. Depending on geography and product availability, BUYEASY makes available accounts in supported currencies, payment initiation and receipt, foreign-exchange conversion, and fiat and stablecoin on/off-ramp. BUYEASY may add, remove, or modify services at any time. Where BUYEASY engages third-party custodians or other subcontractors to support these services, it does so on the basis described in Section 2.3.

3.3 Governing Terms. Your use of all services accessed through the Platform is governed exclusively by this Agreement and our other published policies. There are no separate partner or third-party terms that supplement, are incorporated into, or that you must accept in addition to this Agreement.

3.4 Complete Terms. This Agreement, together with our Privacy Policy and the other policies published on the Platform, constitutes the complete terms governing your use of the Platform and the services accessed through it.

3.5 Service Availability. Availability of services varies by geographic jurisdiction, regulatory restrictions, 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 BUYEASY's decisions.

4. USE OF THE PLATFORM

4.1 Account Creation. To access certain Services, you must create an Account and provide Customer Information, which may include for individuals: full legal name, date of birth, residential address, contact information, government-issued identification, tax identification number, and other information as required; and for entities: registered business name, jurisdiction of incorporation, business address, ownership and beneficial ownership details, nature of business, corporate documentation, tax identification numbers, and information about Administrators and Users.

4.2 Accuracy of Information. You represent and warrant that all Customer Information provided is true, accurate, current, and complete, and you agree to maintain and promptly update such information. We rely on Customer Information to determine eligibility and to provide the Services, including by sharing it with custodians and other third parties BUYEASY engages to deliver the Services. We may deny applications, suspend Services, or close your Account if Customer Information is out of date, incomplete, inaccurate, misleading, or false.

4.3 Geographic and Product Restrictions. You may use the Platform only if: (a) you and, where applicable, your business are located in a jurisdiction and for a payment rail or product that BUYEASY makes available to you; (b) you are not located in, organized under the laws of, or a resident of any jurisdiction listed as restricted for the relevant service or payment rail in our Prohibited Activities Policy at https://legal.artpay.co/v1/prohibited-activities-policy; and (c) you meet all eligibility requirements for the specific service you access. Availability of currencies, payment rails, and products varies by jurisdiction as described in that Policy.

4.4 Compliance. You must use the Services only in compliance with this Agreement, our Prohibited Activities Policy, all applicable laws and regulations, payment network rules, AML/KYC regulations, and economic sanctions and export control laws.

5. ULTIMATE BENEFICIAL OWNER ATTESTATION

5.1 Requirements. If you are registering on behalf of any entity, you must provide complete and accurate information regarding all Ultimate Beneficial Owners ("UBOs"), meaning any individual who directly or indirectly owns twenty-five percent (25%) or more of the equity interests, exercises substantial control, receives substantial economic benefits, or otherwise meets the definition of beneficial owner under applicable law.

5.2 Attestation. By creating a business Account, you explicitly attest, confirm, and certify under penalty of law that: (a) all UBO information is true, accurate, complete, and not misleading; (b) you have identified all individuals meeting the UBO definition; (c) you have authority and all necessary consents to provide such information; (d) the information reflects the current ownership and control structure; (e) you will notify us within ten (10) business days of any changes; and (f) you understand that false, incomplete, or misleading information may result in immediate account suspension or termination, denial of services, reporting to regulatory authorities, legal consequences including civil and criminal penalties, and liability for resulting damages.

5.3 Verification. We and our service providers reserve the right to request additional documentation, conduct independent verification, suspend or terminate Accounts if verification is unsatisfactory, and report suspicious or incomplete information to regulatory authorities.

6. FEES AND PAYMENT

6.1 Platform Fees. BUYEASY may charge subscription fees, transaction fees, service fees, premium feature fees, setup fees, and API access fees as displayed within the Platform, available at artpay.co/pricing, or communicated via written notice.

6.2 Service Fees. Fees for the financial services are charged by BUYEASY as displayed within the Platform or otherwise communicated to you. BUYEASY may pass through fees imposed by payment networks or other third parties in connection with your transactions; any such fees will be disclosed to you. You are not required to enter into, or separately pay under, any third-party terms.

6.3 Modifications. We may modify Platform fees at any time by posting updated information on the Platform, sending email notification, and providing at least thirty (30) days' advance notice for material increases where required by law. Continued use after fee changes constitutes acceptance.

6.4 Authorization. By using the Platform, you authorize BUYEASY and its payment processors to charge applicable fees to your designated payment method, including automatic recurring charges for subscriptions.

6.5 Applicable Tariff. By creating an Account and using the Services, you accept the applicable tariff then in effect. Unless you have expressly agreed a different tariff in writing with a BUYEASY manager, the standard (default) tariff published within the Platform or at artpay.co/pricing applies to your use of the Services. BUYEASY may change the applicable tariff, fees, and rates at any time at its discretion, with changes effective as provided in Section 6.3. Where you have agreed an individual tariff, BUYEASY may likewise change it on prior written notice; your continued use of the Services after the effective date constitutes acceptance of the updated tariff.

7. REFUND POLICY

7.1 Platform Fees. Platform subscription fees are generally non-refundable except where required by law, in cases of billing error or duplicate charges, if we fail to provide access due to our fault, or at ArtPay's sole discretion. Transaction fees are non-refundable once services are rendered.

7.2 Financial Services. Refunds and reversals relating to the financial services are handled by BUYEASY in accordance with this Agreement, applicable law, and payment-network rules. Many transactions are irreversible once authorized (see Section 10); BUYEASY cannot guarantee the recovery or reversal of funds once a transaction has been submitted.

7.3 Process. Refund requests for Platform fees must be submitted to support@artpay.co with full name, Account information, transaction details, explanation, and supporting documentation. Requests will be reviewed within ten (10) business days.

8. PROPRIETARY RIGHTS

8.1 License. Subject to this Agreement, you are granted a non-exclusive, limited, non-transferable, revocable license to use the Platform as permitted by the Services. BUYEASY reserves all rights not expressly granted and may terminate this license at any time for any reason.

8.2 Ownership. The Platform and all materials therein, including software, code, algorithms, images, text, graphics, logos, trademarks, and all intellectual property rights related thereto, are the exclusive property of BUYEASY and its licensors.

8.3 Restrictions. You agree not to sell, license, rent, modify, distribute, copy, reproduce, or transmit any BUYEASY intellectual property, reverse engineer or decompile any software or Platform components, remove or alter any proprietary notices, or use such property for any purpose not expressly permitted.

9. DATA AND PRIVACY

9.1 Ownership. As between you and BUYEASY, you retain all rights in your Customer Information, personal information, and other User-submitted content ("User Content").

9.2 License. By using the Platform, you grant BUYEASY a non-exclusive, royalty-free, worldwide license during the term to collect, use, disclose, transmit, display, and process User Content as described in our Privacy Policy and as necessary to provide Services, including sharing with custodians and other third parties BUYEASY engages to deliver the Services.

9.3 Privacy Policy. Your use of the Platform is subject to our Privacy Policy at https://legal.artpay.co/v1/privacy-policy. Information shared with custodians and other third parties BUYEASY engages to deliver the Services is processed in accordance with our Privacy Policy and applicable law.

10. USER-INITIATED TRANSACTIONS AND SECURITY CONTROLS

10.1 User Responsibility. Users are solely responsible for reviewing and confirming all transaction details prior to submission, including recipient information, network selection, amounts, currency, fees, exchange rates, and instructions. BUYEASY relies on the information you provide; incorrect or incomplete information may result in misdirected funds, transaction failures, or permanent loss.

10.2 Multi-Factor Authentication. Certain actions require multi-factor authentication ("MFA"), including fund transfers, cryptocurrency exchanges and withdrawals, fiat withdrawals, beneficiary modifications, security setting changes, and large or unusual transactions. By completing the authentication steps, you expressly authorize the

transaction, confirm accuracy of all details, and accept full responsibility for the transaction and its consequences. MFA authentication constitutes your explicit authorization and binding agreement to proceed.

10.3 Irreversibility. TRANSACTIONS INITIATED AND AUTHORIZED BY YOU THROUGH THE PLATFORM ARE IRREVERSIBLE. Once submitted and authorized, transactions cannot be canceled, reversed, or recovered by BUYEASY; cannot be recalled after submission to payment networks or to the third parties BUYEASY engages to settle them; and funds cannot be retrieved if sent to incorrect recipients or addresses.

10.4 No Recovery Services. BUYEASY does not provide services to cancel transactions after authorization, reverse completed transactions, recover misdirected funds, intervene with third-party networks, guarantee recovery, or override payment network or blockchain protocols.

10.5 Limitation of Liability. BUYEASY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, CLAIM, OR EXPENSE ARISING FROM USER ERROR, INCLUDING: incorrect recipient details, network selection, currency, or amount entry; security failures resulting from failure to safeguard credentials; unauthorized access due to compromised authentication; phishing or social engineering attacks; failure to review transaction details; or ignoring warnings or confirmation prompts.

11. USER RESPONSIBILITIES AND PROHIBITED CONDUCT

11.1 Prohibited Activities. You agree not to: use the Platform for any unlawful purpose or for any business, transaction, or activity prohibited or restricted under our Prohibited Activities Policy; provide false, misleading, or inaccurate information; impersonate any person or entity; use the Platform for unauthorized third parties; engage in fraud, money laundering, or terrorist financing; violate economic sanctions, export controls, or embargoes; access accounts other than your own; interfere with Platform operation; use unauthorized automated systems; reverse engineer Platform software; use the Platform for gambling transactions except as expressly permitted after compliance approval; or engage in abusive conduct.

11.2 Monitoring. We and our service providers may monitor transactions for suspicious activity, request additional information, delay, block, or cancel transactions before finalization, report suspicious activities to authorities, and terminate accounts engaged in prohibited conduct.

12. RISK DISCLOSURES

12.1 General Risks. All financial products and services involve risk, including possible loss of principal, market volatility, currency risk, counterparty risk, liquidity risk, operational risk, and regulatory risk. Additional service-specific risks are described in this Agreement.

12.2 No Advice. BUYEASY does not provide investment, financial, legal, or tax advice. Information provided is for informational purposes only; you should consult qualified professionals before making financial decisions.

12.3 No Guarantees. Any references to yields, returns, or projected performance are illustrative only and do not constitute guarantees. Past performance is not indicative of future results.

13. DEPOSIT PROTECTION

13.1 Not a Bank; No Deposit Insurance. BUYEASY IS NOT A BANK, AND ACCOUNT BALANCES ARE NOT DEPOSITS AND ARE NOT INSURED OR GUARANTEED BY THE CDIC, THE FDIC, OR ANY OTHER DEPOSIT-INSURANCE OR INVESTOR-COMPENSATION SCHEME. BUYEASY is a FINTRAC-registered money services business and a Bank of Canada-registered payment service provider; it does not take deposits or provide deposit-taking banking services.

13.2 Deposit Protection. Any protection that may apply to funds depends on the applicable regulatory framework and the manner in which funds are held by BUYEASY or its third-party custodians. Account balances are ledger entries and are not insured deposits.

14. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

14.1 Your Representations. You represent and warrant that: all information provided is true, accurate, current, and complete; your use complies with all applicable laws; you have authority to provide all submitted information; and you are not on any sanctions list or in any sanctioned jurisdiction.

14.2 Indemnification. You agree to defend, indemnify, and hold harmless BUYEASY, its affiliates, directors, officers, employees, agents, and the third parties it engages to deliver the Services from and against any claims, damages,

losses, liabilities, costs, and expenses arising from your use of the Platform, your violation of this Agreement, your violation of any third-party rights, or your violation of any applicable law.

15. NO WARRANTY

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. BUYEASY DOES NOT WARRANT THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, BE AVAILABLE AT ANY PARTICULAR TIME, BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT INFORMATION PROVIDED IS ACCURATE OR RELIABLE.

16. LIMITATION OF LIABILITY

16.1 Exclusion. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYEASY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER BUYEASY WAS ADVISED OF THE POSSIBILITY THEREOF.

16.2 Maximum Liability. BUYEASY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (A) ONE THOUSAND UNITED STATES DOLLARS ($1,000.00); OR (B) THE TOTAL FEES PAID BY YOU TO BUYEASY IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

16.3 Independent Third Parties. Except for the Services that BUYEASY itself provides under this Agreement, BUYEASY is not responsible or liable for the acts, omissions, or policies of independent third parties (such as payment networks, blockchains, or correspondent banks), or for the failure of third-party systems or networks outside its reasonable control.

16.4 Essential Basis. THE LIMITATIONS IN THIS SECTION REFLECT A REASONABLE ALLOCATION OF RISK AND ARE A FUNDAMENTAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. DISPUTE RESOLUTION

17.1 Governing Law. This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict-of-law principles.

17.2 Informal Resolution. Before commencing formal proceedings, you agree to send written notice to legal@art-pay.co describing the dispute and proposed resolution, and to negotiate in good faith for at least sixty (60) days.

17.3 Court Jurisdiction. Subject to Section 17.4 and except where prohibited by applicable law, any dispute, claim, or controversy arising out of or relating to this Agreement or the Platform that is not resolved informally shall be brought exclusively in the courts of the Province of Ontario, sitting in the City of Toronto, and each party irrevocably submits to the personal jurisdiction and venue of those courts.

17.4 Optional Arbitration. At BUYEASY's sole election, any such dispute may instead be referred to final and binding arbitration administered by the ADR Institute of Canada (ADRIC) under its Arbitration Rules then in effect. The seat of arbitration shall be Toronto, Ontario. The language shall be English. Judgment on the award may be entered in any court of competent jurisdiction. If BUYEASY does not elect arbitration within thirty (30) days after receipt of your formal dispute notice, either party may proceed in court under Section 17.3.

17.5 Class Proceedings Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND BUYEASY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. If this waiver is found unenforceable as to a particular claim, that claim shall proceed in court under Section 17.3 and the waiver shall be severable as to remaining claims.

17.6 Independent Third Parties. Disputes concerning independent third parties such as payment networks or blockchains are subject to those parties' own processes; BUYEASY is not a party to such disputes. Disputes concerning the Services provided by BUYEASY are resolved under this Section 17.

18. TERM AND TERMINATION

18.1 Term. This Agreement becomes effective when you first access or use the Platform and continues until terminated.

18.2 Termination by You. You may terminate by closing your Account after paying all amounts owed and withdrawing all funds.

18.3 Termination by BUYEASY. We may suspend or terminate your Account immediately, with or without notice, if: you breach this Agreement; you violate any law; we suspect fraudulent or illegal activity; a third party engaged by BUYEASY or a regulator requires it; or we are required by law.

18.4 Effect. Upon termination: your access rights cease immediately; you remain liable for all prior obligations; you must arrange withdrawal of any remaining funds in accordance with our instructions; and prepaid fees are non-refundable except as required by law.

18.5 Survival. Sections 8, 9, 10, 12, 13, 14, 15, 16, 17, and 19 survive termination.

19. GENERAL PROVISIONS

19.1 Entire Agreement. This Agreement, together with our Privacy Policy and the other policies published on the Platform, constitutes the entire agreement between you and BUYEASY.

19.2 Severability. If any provision is found invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and remaining provisions shall continue in full force.

19.3 No Waiver. Our failure to enforce any right or provision shall not constitute a waiver of such right or provision.

19.4 Assignment. You may not assign this Agreement without our prior written consent. We may assign this Agreement without restriction.

19.5 Notices. Notices to you may be provided by email, in-Platform notification, or posting on the Platform. Notices to us must be sent to legal@artpay.co.

19.6 Force Majeure. BUYEASY shall not be liable for any failure or delay resulting from circumstances beyond our reasonable control.

19.7 Amendments. We may modify this Agreement at any time by posting changes on the Site. Changes are effective as of the date stated. By accessing the Platform after changes, you accept the modified Agreement.

19.8 Version Control. We maintain version control and update logs for at least five (5) years. Previous versions are available upon request to info@artpay.co.

20. CONTACT INFORMATION

Website: artpay.co

Support: support@artpay.co

Legal: legal@artpay.co

General Inquiries: info@artpay.co

Phone: +1 778-654-0924

Additional Phone: +1 619-362-7520