



futiur

TERMS OF SERVICE

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FUTIUR PAYMENTS LTD (“Futiur”) is a company incorporated in British Columbia, Canada, with registration number BC1450807. The company’s registered address is Office 241, 970 Burrard Street, Vancouver, British Columbia, V6Z 2R4, Canada.

Futiur is duly registered as a Money Services Business (MSB) under the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC), with MSB registration number M24321081, and is authorized to provide payment services in accordance with FINTRAC regulations.

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This document sets out the terms and conditions that apply when you use your Futur account to process payment transactions.

Futur (hereinafter "the Company", «We», "Us" or "Our" in this Agreement) refers to FUTUR PAYMENTS LTD, Office 241, 970 Burrard Street, Vancouver, British Columbia, V6Z 2R4, Canada.

We are registered as an MSB with the registration number M24321081 and authorized to provide payment services.

WHEN ARE YOU ALLOWED TO USE OUR PAYMENTS SERVICE?

To use the Services, you must have, and continue to have, a Futur account.

To use the Services, you must also apply to, undergo verification, and be accepted by us. If you are a business customer and your application is accepted, we will activate your personal account.

WHAT INFORMATION DO YOU NEED TO PROVIDE?

To apply to use the Services as a Business customer, you must provide us with the information we request about your business. We may ask you for information about your business activity as a "company", "individual", or whatever it is you use your Futur account to manage. This might include your website, merchant category code, average transaction ticket, highest transaction ticket, average monthly volumes, chargeback ratio, tax information, length of product fulfilment, the countries in which you will be carrying out your business activities, or any other information that we ask for.

As well as reviewing the Information you provide, we may also need to undertake further due diligence which may include retrieving information about you and your business or your Futur business activity from third parties. These third parties may include our service providers, credit reporting agencies, background checks and information bureaus. By agreeing to these Terms, you agree that we may retrieve this information, and you also agree that you will provide us with any reasonable assistance to provide that information.

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We may, post-account opening, request additional information from you, retrieve data related to you, or conduct periodic reviews of the information we have regarding your utilization of the Services. In the event that any previously provided information undergoes changes, becomes incomplete, or becomes outdated, it is imperative that you promptly notify us. Additionally, if there are significant alterations to your business or Futur business activities, you are required to inform us promptly within 5 business days of the change.

Periodically, we will assess both the information supplied by you and the data retrieved about you, and based on our evaluation, make determinations regarding the activation (or deactivation) of your Merchant account or the potential disabling of services associated with your account.

When you use a specific payment method, we may also need to share any information received from you, or information obtained about you, as well as the information we hold regarding your use of our services, with the partners we engage to provide that payment method. This may be necessary during our decision-making process regarding the provision of our services to you or while you are actively using them.

WHAT CAN YOU (AND CAN' YOU) USE THIS PAYMENT PROCESSING PRODUCT FOR?

The Services are intended for accepting payments from individuals or businesses that purchase your goods or services within the scope of your business activities. In these Terms, we refer to these entities as 'Customers,' and each payment accepted or processed for a Customer is referred to as a 'Transaction'.

You must also use the Services in a lawful and proper manner. This means that you must obey all international and domestic laws, rules, and regulations that apply. These may include the requirements of payment systems or other third parties, as well as legislative bodies.

You can also only use the Services yourself, and only in your own right, in the course of your business activities. This means that you cannot allow anyone other than you to use the Services and you cannot use the Services to accept or process payments on behalf of anyone else. It also means you cannot use the Services in a personal capacity, outside of your business activities. You are responsible, if we suffer any loss, relating to any acts and omissions of anyone who uses your account to access the Services.

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In particular, you must comply with any requirements relating to refunds, chargebacks, the use or provision of financial services, payment services, notification and consumer protection, unfair competition, privacy, advertising, and any other laws relevant to your Transactions. These include the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (S.C. 2000, c. 17). last amended on 2023-06-22., Canada Consumer Product Safety Act (S.C. 2010, c. 21), Privacy Act (R.S.C., 1985, c. P-21). last amended on 2023-09-01, Financial Consumer Agency of Canada Act (S.C. 2001, c. 9), Bank Act (S.C. 1991, c. 46).

You cannot use the Services to process any other transactions prohibited by these Terms either.

If you accept or process any transactions that are prohibited by these Terms or any other law or agreement between us, or we think your business is exposing us to an unacceptable risk, then we may immediately terminate or suspend your use of the Services, or refuse, refund, condition, or suspend the activities we think are in breach.

WHAT TYPES OF TRANSACTIONS CAN YOU PROCESS?

You cannot use the Services to process any "Illegitimate Transaction". This means any transaction which is inaccurate, incomplete, not typical for your business, without the Customer's authorisation, contrary to any applicable laws, suspicious, fraudulent or made for purposes other than in connection with the business purposes you have described to us. It also includes any transaction which is not a legitimate legal commercial transaction between you and your Customers for goods or services that are free of liens, claims, and encumbrances.

You may not use the Services to enable you or any other person to benefit from any activities that we decide are a prohibited business or activity from time to time (collectively, "Restricted Businesses"). Restricted Businesses includes the use of the Services in or for the benefit of a country, organisation, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the Canadian government (Canadian sanctions legislation), United States Office of Foreign Asset Control (OFAC), the European Commission, or the United Kingdom. It also includes any business which we or any third party we use to process payments otherwise decides is a Prohibited Business.

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If you are uncertain whether a category of business or activity is a Prohibited Business or have questions about how these restrictions apply to you, please contact us: info@futiur.com.

Whenever using the Services, you must also not do the following things, and must ensure that any third parties do not do them using your account:

- access or attempt to access non-public Futiur systems, programs, data, or services;
- copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Services, Documentation, or our website except as expressly permitted by an applicable laws;
- work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited;
- reverse engineer or attempt to reverse engineer the Services except as expressly permitted by applicable laws;
- perform or attempt to perform any actions that would interfere with the normal operation of the Services or affect use of the Services by our other users; or
- impose an unreasonable or disproportionately large load on the Services.

HOW SHOULD YOU TREAT YOUR CUSTOMERS WHEN USING THIS PRODUCT?

You are solely responsible for your relationship with your customers. This means that you are solely responsible for the nature and quality of the products or services you provide, their delivery, support, refunds, returns, disputes, and chargebacks, and for any other aspect of your relationship with your customers. You undertake to us to meet your responsibilities to your customers under any applicable laws.

We are not responsible in any way for your relationship with your customers or otherwise for the products or services you publicise or sell. In particular, we will not provide your customers with any support regarding Transaction receipts, product or service delivery, returns, refunds, and any other issues related to your products, services or business.

However, it is very important to us that your Customers understand the purpose, amount, and conditions of the charges you submit using the Services. With that in mind, when using the Services you must:

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- accurately communicate, and not misrepresent, to your customers the nature of the Transaction, prior to submitting it to us;
- provide Customers a meaningful way to contact you in the event that the product or service is not provided as described;
- not use Services to sell products or services in a manner that is unfair or deceptive, exposes Customers to unreasonable risks, or does not disclose material terms of a purchase in advance;
- inform Customers that Futur and its affiliates process Transactions (including payment Transactions) for you;
- not refund Charges in cash;
- follow any legal consumer protection obligations you have when you transact with individuals;
- have a reasonable return, refund, cancellation, or adjustment policy, and clearly explain the process by which Customers can access it.

We call these your "Seller Obligations".

FEES, COSTS AND LIMITS

Account Rates:

- Application Fee (Business Account): A one-time charge applicable for the due diligence and Know-Your-Customer & Know-Your-Business document review for the business account opening. This charge is not refundable whether the business account is approved or not.
- Priority Consideration of the Request: Enjoy expedited processing and priority consideration for your account-related requests.
- Monthly Service Fee: A recurring fee for the maintenance of your business account on a monthly basis.

Transfer Fees:

- Internal (Incoming/Outgoing) Payment: Charges associated with internal transfers within your account, whether incoming or outgoing.
- SEPA (Outgoing): Fees related to outgoing payments within the Single Euro Payments Area (SEPA).
- SEPA (Incoming): Charges for incoming payments from the Single Euro Payments Area (SEPA).
- International Wire Transfer (Outgoing): Fees for outgoing international wire transfers.
- International Wire Transfer (Incoming): Charges for incoming international wire transfers.

Rejected Payment Administration Fee:

In the event of a rejected payment due to issues related to currency exchange (FX), an administration fee will be applicable to cover associated costs.

Customization and Changes:

- Custom Pricing: You may be eligible for custom pricing. Terms and conditions specific to custom pricing will apply, and any breach of these conditions may result in the immediate termination of the custom pricing arrangement, without the possibility of recovering incurred losses.
- Modification of Fees: We reserve the right to modify the fees associated with our services at any time. Changes will be communicated to you in advance, and your continued use of the services after such notification implies acceptance of the revised fees.

WHEN WILL YOU RECEIVE THE PAYMENTS WE PROCESS FOR YOU?

To provide the Services, we need to act on your behalf. You authorise and appoint us (and any third parties we use) as your agent to process, receive and settle any payment processing proceeds owed to you through the Services. This includes the act of directing, receiving, holding and settling the proceeds of any Transaction.

Payouts

After we process a Transaction, we will settle the funds into the relevant account in your name. We call this account a "Payout account" in these Terms (but you may be allowed to use it for other things too). You may have more than one Payout account (for example, for different currencies).

~~Currency~~ Multi-Currency Processing

You may be granted the capability to accept payments from third parties in various currencies, as well as the option to receive settlements in a currency different from the one the third party used for payment. These functionalities are collectively referred to as "Multi-Currency Processing."

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In the event that you engage in Multi-Currency Processing, we will ascertain the currency exchange rate and associated fees at the time of the transaction. If a transaction is subsequently reversed, such as through a refund initiated by you or us, the currency exchange rate applied will be the rate in effect at the time of the reversal, rather than the rate at the time of the original charge.

Security

You grant us a lien and security interest in all funds for Transactions that we process for you, including funds that we deposit into your Account, as well as funds held in any other accounts to which such Transaction funds are deposited or transferred.

This means that if you have not paid funds that you owe to us, your Customers, or to any of our affiliates, we will have a right superior to the rights of any of your other creditors to seize or withhold funds owed to you for Transactions that we process through the Services, and to debit or withdraw funds from any account you hold with us. If you are a Future customer, this means we can debit or withdraw funds from your account if you have not paid funds you owe to us in relation to your account.

If we require it, you will need to execute and deliver any documents and pay any associated Fees we consider necessary to create, perfect, and maintain this security interest. If you don't wish to do this, we may need to terminate these Terms for breach and stop providing the Services to you.

WHEN WILL YOU RECEIVE THE PAYMENTS WE PROCESS FOR YOU?

Even authorised Transactions may be subject to a dispute by a Customer, or otherwise reversed. We are not responsible for, or liable to you, for any Transaction which is later the subject of a dispute, refund, chargeback, other reversal or which is otherwise submitted without authorisation or proper basis.

In the event of a Transaction reversal, the funds previously credited to your accounts will be deducted, and the corresponding amount will be refunded to the Customer. This reversal will be documented in your transaction history. For instance, a Transaction may be reversed in scenarios such as:

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- It was made in connection with an Illegitimate Transaction or a Prohibited Business;
- it was made following or in connection with a breach of these Terms;
- a third party partner has invalidated the charge or it breaches their requirements;
- funds we settled to you without authorisation or otherwise in error.

We may also cancel the payment and/or freeze funds in the event that our AML (Anti- Money Laundering) compliance team deems the transaction as suspicious or unjustified. We shall not be held liable for any potential losses arising from the cancellation and/or freezing of funds for compliance with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act of Canada.

You may have the ability to challenge a reversal by submitting evidence. We may request additional information to assist with assessing the challenge. We may need to share this information with the third parties we worked with to process the payment as well. However, we cannot guarantee that any challenge will be successful. We (or those third parties) may deny your challenge for any reason we (or they) deem appropriate. You may not submit a new charge which duplicates a Transaction that is subject to a dispute.

WHAT TYPES OF PAYMENTS DO THESE TERMS COVER?

On top of these Terms, additional terms may apply for some specific payment methods or types (hereinafter the "Payment Terms").

If Payment Terms do apply to a payment method, we'll let you know before you use the method, and the Payment Terms will form part of this agreement once you use the payment method. We may add, remove or change payment methods at any time. When we do so, we will add, remove or change the relevant Payment Terms, and let you know. Your continuing use of a payment method will constitute your agreement to any such additions, removals and changes.

~~Merchant~~ **Merchant Initiated**

We may allow you to use the Services to initiate payments on behalf of a consent you have obtained from a customer, but without the customer necessarily being present (hereinafter "merchant-initiated transactions"). You cannot do this without our express permission.

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If you submit a merchant-initiated transaction, you must:

- Get your customer's authorisation, in advance, to obtain the payment. This authorisation must be specific to how the amount will be determined (for example, is it set or variable) and when and how often the payment will be taken (for example, at a regular interval, or on the happening of an event).
- Provide the customer with a copy of terms and conditions for any subscription and obtain the customer's agreement to them. Those terms and conditions which must include confirmation that the customer agreed to a subscription, the start and end date of the subscription, details of the goods or services, the ongoing transaction amount and billing frequency, whether any of these things will change after a set time or trial period.
- Provide the customer with a warning in advance of, and a transaction receipt after, every time you initiate a merchant-initiated transaction. This must state the transaction amount and date, for the initial transaction and for subsequent recurring transactions. You must do this even if no amount is due to be paid (for example, due to a promotion or trial period).
- Provide the customer with a simple mechanism to easily cancel any subsequent transactions online, regardless of how they initially signed up the subscription.
- You must keep a record of the basis on which you determined any submitted Charge was eligible to be submitted as a merchant-initiated transaction and make such records available to us, our regulators and/or our auditors immediately on request.

WHAT DATA PROTECTION OBLIGATIONS DO YOU HAVE?

You acknowledge that it is necessary for us to process personal data concerning your Customers ("Customer Personal Data") while delivering the Services. Additionally, there may be a requirement to process personal data related to your employees, directors, or officers.

Each party commits to fulfilling its obligations in accordance with the applicable data protection laws when performing its duties under these Terms.

You recognize that we may assume the role of either a "controller" or a "processor" during the processing of Customer Personal Data in connection with these Terms.

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Specifically, we will function as a processor when processing such data for the purpose of providing you with the Services.

We will act as an independent controller of Customer Personal Data when processing it for the purposes of:

- complying with our applicable legal and regulatory requirements;
- monitoring, preventing and detecting fraudulent payment transactions;
- producing aggregated data to be used by Futur in connection with analysing, developing and improving our products and services; and
- any other purpose we determine, provided that such processing is carried out in accordance with applicable data protection laws.

In respect of any Customer Personal Data you provide or make available to us pursuant to these Terms, you represent and warrant to us that, acting as Controller, you:

- have obtained all necessary consents and provided all notices required under applicable data protection laws to share the Customer Personal Data with us;
- will ensure that you have in place appropriate technical and organisational measures, to ensure an appropriate level of security to protect against personal data breaches;
- will notify Futur without undue delay after becoming aware of a personal data breach which affects the Customer Personal Data, and cooperate in good faith and assist Futur in complying with its obligations under relevant data protection laws in respect of any such personal data breach; and
- maintain complete and accurate records and information to demonstrate its compliance with any relevant data protection laws.

YOUR SECURITY OBLIGATIONS

You must comply with the Payment Card Industry Data Security Standards ("PCI- DSS") and, if applicable to your business, the Payment Application Data Security Standards (collectively, the "PCI Standards"). The PCI Standards include requirements to maintain materials or records that contain payment card or Transaction data in a safe and secure manner with access limited to authorised personnel.

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You will promptly provide us, or any applicable Payment Method Provider or Payment Method Acquirer, with documentation demonstrating your compliance with the PCI Standards upon our request. If you are unable to provide documentation sufficient to satisfy us, the Payment Method Providers, or the applicable Payment Method Acquirers, that you are compliant with the PCI Standards, then Futur, and any applicable Payment Method Provider or Payment Method Acquirer, may access your business premises on reasonable notice to verify your compliance with the PCI Standards.

If you elect to store or hold "Account Data", as defined by the PCI Standards (including Customer card account number or expiration date), you must maintain a system that is compliant with the PCI Standards. If you do not comply with the PCI Standards, or if we or any Payment Method Provider or Payment Method Acquirer are unable to verify your compliance with the PCI Standards, we may suspend your Merchant Account or terminate this Agreement.

If you intend to use a third party service provider to store or transmit Account Data, you must not share any data with the service provider until you verify that the third party holds sufficient certifications under the PCI Standards, and notify us of your intention to share Account Data with the service provider.

OUR SECURITY OBLIGATIONS

To the extent applicable to the Services, we will provide the Services in a manner that is consistent with applicable PCI Standards, including the PCI-DSS. Our compliance with applicable PCI Standards will be confirmed by a qualified security assessor (QSA) periodically, as required of a PCI service provider.

WHEN WILL YOU BE LIABLE FOR THIRD PARTY CLAIMS AGAINST US?

In addition to your other obligations under this agreement, you are at all times responsible for the acts and omissions of your employees, contractors and agents, to the extent such persons are acting within the scope of their relationship with you.

In addition to your other obligations under this agreement, you are at all times responsible for the acts and omissions of your employees, contractors and agents, to the extent such persons are acting within the scope of their relationship with you.

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You indemnify, and keep indemnified, us Futur, our affiliates, and their respective employees, agents, and service providers in full and on demand against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us arising out of or in connection with:

- your breach of any provision of these Terms;
- any chargebacks, Fees, Fines, Disputes, Refunds, Reversals, or any other liability Futur incur that results from your use of the Services;
- any breach of the requirements or failure by you to comply with the requirements of a third party we use to deliver the Services (including their rules), a legal or regulatory requirement;
- negligent or wilful misconduct of your employees, contractors, or agents;
- your publication of illegal content through the Services or claims that content you published infringes the intellectual property, privacy, or other proprietary rights of others; or
- contractual or other relationships between you and Customers.

WHAT REPRESENTATIONS AND WARRANTIES ARE BEING PROVIDED?

By accepting these terms, you represent and warrant that:

- you are eligible to register and use the Services and have the authority to execute and perform the obligations required by this Agreement;
- any information you provide us about your business, products, or services is accurate and complete;
- any charges you submit represent a Transaction for permitted products or services, and any related information accurately describes the Transaction;
- you will fulfil all of your obligations to Customers and will resolve all Disputes with them;
- you will comply with all applicable laws applicable to your business and use of the Services;
- your employees, contractors and agents will at all times act consistently with the terms of this Agreement;
- you will not use Services for personal, family or household purposes, for peer- to-peer money transmission, or (except in the normal course of business) intercompany Transactions; and
- you will not use the Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Services.

WE DO NOT PROVIDE ANY WARRANTIES (DISCLAIMER)

You confirm that Futiur does not control the products or services that you offer, sell, or that your customers purchase using the services. You understand that we cannot guarantee, and we disclaim any knowledge, that your customers have the authority to make, or will complete, any transaction.

Futiur disclaims knowledge of, and does not guarantee:

- the accuracy, reliability, or correctness of any data provided through the Services;
- that the Services will meet your specific business needs or requirements;
- that the Services will be available at any particular time or location, or will function in an uninterrupted manner or be secure;
- that Futiur will correct any defects or errors in the Services, API, documentation, or data; or
- that the Services are free of viruses or other harmful code.

Use of data you access or download through the services is done at your own risk — you are solely responsible for any damage to your property, loss of data, or any other loss that results from such access or download. You understand that Futiur makes no guarantees to you regarding transaction processing times or settlement times to your account.

Nothing in this Agreement operates to exclude, restrict or modify the application of any implied condition, warranty or guarantee, or the exercise of any right or remedy, or the imposition of any liability under applicable law where to do so would contravene that law or cause any term of this Agreement to be void.

Under no circumstances will Futiur be responsible or liable to you for any:

- indirect, punitive, incidental, special or consequential damages arising out of this Agreement;
- lost profits or loss of business or loss of goodwill whether arising directly or indirectly;
- funds related to your Transactions that have not been received by us from the relevant Payment Method Acquirer or Payment Method Provider for any reason whatsoever;
- even if such damages are foreseeable, and whether or not you or Futiur has been advised of the possibility of such damages.

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- Futur is not liable, and deny responsibility for, any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorised access or use of the Services, your Merchant Account, or Data, or your failure to use or implement anti-fraud measures, Security Controls, or any other data security measure other than to the extent such event arises directly from a breach of this Agreement by Futur.

Futur has no liability to you or others caused by:

- your access or use of the Services inconsistent with the Documentation;
- any unauthorised access of servers, infrastructure, or Data used in connection with the Services;
- interruptions to or cessation of the Services, whether as a result of failure in connectivity or otherwise;
- any bugs, viruses, or other harmful code that may be transmitted to or through the Services;
- any errors, inaccuracies, omissions, or losses in or to any Data provided to us; third-party content provided by you; or
- the defamatory, offensive, or illegal conduct of others.

WHO IS BOUND BY THIS AGREEMENT AND WHAT ARE OUR RELATIONSHIPS?

Nothing in these Terms is intended to, or shall be construed as, establishing any partnership or joint venture between any of the parties, turning any party into an agent of another party, or authorizing any party to assume or create any obligations for or on behalf of any other party.

You and we agree that you and we are acting on our own behalf and not on behalf of any other person.

IS THIS AGREEMENT THE COMPLETE AGREEMENT?

This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements, promises, representations, warranties, statements, and understandings, whether written or oral, relating to its subject matter.

Each party agrees that it has no remedies in respect of any statement, representation, warranty, or undertaking (innocently or negligently made) not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

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WHAT HAPPENS IF YOU HAVE A COMPLAINT?

If you wish to speak to someone about an issue that's concerning you, please contact us at info@futiur.com providing:

- your name;
- your company name;
- the phone number and email address associated with your account;
- when the problem arose; and
- how you wish to put the matter right.

We shall look into your complaint and respond to you by email within 5 business days.

ANNEX 1 – DATA PROCESSING ADDENDUM

General data processing conditions

Where Futur processes Customer Personal Data as a processor on your behalf in the course of providing the Services, it will:

- process the Customer Personal Data only on documented instructions from you (as set out in these Terms), unless otherwise required to do so by applicable laws, in which case Futur shall promptly, and to the maximum extent permitted by applicable laws, inform you of that legal requirement before carrying out the processing;
- take all such steps necessary to ensure that any persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- take all measures required pursuant to relevant data protection laws, including (without limitation) implementing and maintaining appropriate administrative, physical, technical and organisational measures to protect any Customer Personal Data accessed or processed by it pursuant to this Agreement against unauthorised or unlawful processing or accidental loss, destruction, damage or disclosure and any other standards required by law or regulation that are directly applicable;
- insofar as technically possible, provide you with such assistances as you may reasonably require when responding to any requests from data subjects to exercise their rights under applicable data protection laws. Where any such request is submitted to Futur, it shall promptly notify you of the same and refrain from taking any action without your prior consent;
- taking into account the nature of the processing and the information available, provide reasonable assistance to you to enable you to comply with your obligations pursuant to applicable data protection laws including, for the avoidance of doubt, in relation to the security of processing, personal data breach notifications, data protection impact assessments and prior consultations with data protection supervisory authorities;
- at your election, either promptly return all the Customer Personal Data to you and delete any copies of such Customer Personal Data, or destroy and delete such Customer Personal Data in accordance with your written instructions upon termination of these Terms, unless we are required by applicable laws to retain any such Customer Personal Data. For the avoidance of doubt, Futur shall securely and permanently erase or destroy any copies of Customer Personal Data we store following expiry of the relevant retention period under applicable Canadian and GDPR laws;
- notify you without undue delay after becoming aware of any personal data breach affecting Customer Personal Data.

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