

Terms & Conditions

NEMOPAY GLOBAL CORP.

Last updated: 28 October 2026

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1.1 About NEMOPAY and These Terms

These Terms & Conditions (“Terms”) govern access to the website nemopay.io and the services provided by NEMOPAY GLOBAL CORP. (“NEMOPAY”, “Company”, “we”, “us” or “our”) to its clients (“you”).

NEMOPAY GLOBAL CORP. is incorporated under the laws of British Columbia, Canada, under incorporation number BC1558961. Our registered office and business address is 1100 W 73rd Ave, Vancouver, BC V6P 6G5, Canada.

By applying for or using a NEMOPAY service, you agree to be bound by these Terms and by the documents incorporated by reference: the Privacy Policy, the AML & KYC Notice, the Complaints Handling Procedure, the Risk & Compliance Disclosure, the Cryptocurrency Risk Disclosure, the Electronic Communications Notice and the fee schedule agreed with you at onboarding.

In these Terms, “business day” means a day, other than a Saturday or a Sunday, on which NEMOPAY’s banking partner is open for business.

1.2 Regulatory Status

NEMOPAY is registered as a Money Services Business (“MSB”) with the Financial Transactions and Reports Analysis Centre of Canada (“FINTRAC”), MSB Registration No. C100001197, for foreign exchange dealing, money transferring and dealing in virtual currencies. FINTRAC registration is a regulatory obligation and is not a licence, endorsement or guarantee of services by FINTRAC.

NEMOPAY is registered with the Bank of Canada as a payment service provider (“PSP”) under the Retail Payment Activities Act (“RPAA”). Its registration, effective 23 June 2026, covers: (i) the initiation of an electronic funds transfer at the request of an end user; and (ii) the authorization, transmission, reception or facilitation of an instruction in relation to an electronic funds transfer. NEMOPAY’s registration does not include, and NEMOPAY does not perform, the RPAA payment function under which a provider keeps funds on behalf of an end user until they are withdrawn or transferred. Bank of Canada registration is not a banking licence and is not an endorsement by the Bank of Canada.

NEMOPAY is not a bank, deposit-taking institution or trust company. Payments made through NEMOPAY are not deposits and are not insured by the Canada Deposit Insurance Corporation (“CDIC”).

NEMOPAY has no licence, authorization or registration in the European Union, the European Economic Area or the United Kingdom. Further details are set out in the Regulatory Information page.

1.3 Our Services

NEMOPAY provides exactly two services: cross-border business payments (Service 1) and the sale of USDT on the TRON network (Service 2). NEMOPAY does not provide any other service. In particular, NEMOPAY does not provide multi-currency or stored-value products, does not pay interest and does not keep money or virtual currency for clients.

Service 1: Cross-Border Business Payments

NEMOPAY sends payments on your instruction to your suppliers, business counterparties and other beneficiaries connected with your business. The service works as follows:

You declare your expected beneficiaries and expected activity at onboarding. NEMOPAY screens beneficiaries before it pays them.

You submit a payment instruction before or together with your funding. The instruction states the beneficiary, the amount, the currency, the purpose of the payment and is supported by a document evidencing the underlying transaction, such as an invoice or contract.

You send the funds from a bank account in your own name to NEMOPAY's client transit account at its banking partner, quoting the instruction reference. NEMOPAY does not accept funds sent by third parties on your behalf.

NEMOPAY matches every incoming payment to an instruction. Funds that cannot be matched to an instruction, and funds sent by anyone other than you, are returned to the bank account they came from.

Before paying out, NEMOPAY completes its compliance checks on the payment and the beneficiary, including sanctions screening, a review of the transaction and collection of the information that must travel with the payment.

NEMOPAY sends the payment through its banking partner. The payment message carries your name, address and account number as originator and the name, address and account number of the beneficiary.

In-transit rule. Funds you send to NEMOPAY are received only to carry out your payment instruction. They are in transit and are not kept by NEMOPAY for any other purpose.

Two-business-day limit. NEMOPAY pays out within two business days of receiving your cleared funds. If the payment cannot be completed within that period, including because compliance checks cannot be completed, NEMOPAY declines the payment and returns the funds to the bank account they came from.

Returned and failed payments. If a payment is rejected or returned by the beneficiary's bank or by any bank in the payment chain, NEMOPAY refunds the amount received back to the bank account the funds came from, without delay. Returned funds are not kept for later use.

Where your payment requires a currency conversion, NEMOPAY converts the funds at an all-in rate that is quoted to you and accepted by you before execution, as set out in section 1.11.

The time taken for the beneficiary's bank to credit the beneficiary depends on the banks in the payment chain and is outside NEMOPAY's control. Supported currencies and destination countries are confirmed to you at onboarding and before each payment.

Service 2: Sale of USDT (TRC20)

On your request, NEMOPAY sells you USDT on the TRON network (TRC20) from its own inventory. The service works as follows:

Principal sale. NEMOPAY acts as principal. It sells you USDT that it owns and has bought with its own funds. NEMOPAY is not your agent or broker and does not place orders on an exchange for you.

All-in quote. NEMOPAY quotes an all-in rate before execution. The rate is a reference rate plus the spread set for you in the fee schedule agreed with you at onboarding. The quote states the amount of USDT, the price, the rate and the period for which the quote is valid. No other fee is added to an accepted quote. When you accept the quote within its validity period, the rate is fixed for that sale.

Payment of the price. You pay the price from a bank account in your own name to NEMOPAY's operating account at its banking partner. The price is the purchase price of the USDT and belongs to NEMOPAY once paid. If the price is not received within the time stated in the quote, NEMOPAY may cancel the sale and return any funds later received to the bank account they came from.

Delivery. After it receives the price in cleared funds and completes its compliance checks, NEMOPAY sends the USDT from its own wallet to one of the following destinations only: (a) a wallet that belongs to you, whose ownership NEMOPAY has verified and approved before the first transfer; or (b) a wallet of a beneficiary at a licensed virtual asset service provider that supports the travel rule. NEMOPAY does not send USDT to wallets of third parties that are not with such a provider.

Delivery time and refund. NEMOPAY delivers the USDT within two business days after the price has cleared. If it cannot deliver within that time, or the price arrives after the quote has expired and you do not accept a new quote, NEMOPAY refunds the price to the bank account it came from without delay, unless the law requires NEMOPAY to freeze the funds.

Irreversible. A USDT transfer cannot be reversed once it is sent on the TRON network.

No custody. NEMOPAY does not keep USDT or any other virtual currency for you. Once sent, the USDT is in your wallet or with the receiving provider.

No buy-back. NEMOPAY does not buy back USDT or any other virtual currency from clients, does not accept virtual currency from clients and does not convert virtual currency into fiat currency for clients.

NEMOPAY does not use information about client requests for its own inventory trading. NEMOPAY offers USDT on the TRON network only. It does not offer USDC or any other virtual currency. The risks of this service are described in the Cryptocurrency Risk Disclosure.

1.4 Eligibility and Service Area

NEMOPAY's services are available only to:

- businesses; and
- individuals acting for business or professional purposes, such as sole traders and freelancers.

NEMOPAY does not provide services to consumers acting for personal, family or household purposes. Individual applicants must evidence their business activity at onboarding, for example by business registration, a website, contracts or invoices.

NEMOPAY's services are available only to clients established or resident in Canada, excluding the Province of Quebec, or in a member state of the European Union or the European Economic Area.

Services are not offered to persons in the United Kingdom. NEMOPAY does not onboard clients established or resident in the United Kingdom, and nothing on this website is directed at, or is an invitation or inducement to, persons in the United Kingdom.

NEMOPAY does not provide services to persons established, resident or located in the following jurisdictions, and does not send payments or USDT to beneficiaries in them:

- Russia and Belarus.

- Crimea and the other regions of Ukraine under Russian occupation or control.

- Jurisdictions subject to comprehensive sanctions.

- Jurisdictions subject to a call for action by the Financial Action Task Force ("FATF").

Clients and payments connected with jurisdictions under increased monitoring by the FATF, or on the European Union list of high-risk third countries, are accepted only after enhanced due diligence and approval by NEMOPAY's Head of Compliance.

To use the services you must also: (a) have legal capacity to enter into binding agreements; (b) be permitted by applicable law to use the service; and (c) not be a person or entity subject to sanctions or to a restriction imposed by NEMOPAY. Where you act on behalf of a legal entity, you confirm that you are authorized to bind that entity to these Terms.

NEMOPAY decides which clients, jurisdictions and transactions it accepts on the basis of its own risk assessment and Canadian law. NEMOPAY may refuse an application or an instruction without giving reasons where the law restricts disclosure.

1.5 Onboarding, Verification and KYC/KYB

NEMOPAY provides a service only after you complete its onboarding and verification process. Depending on your profile, the process includes:

- Identity verification of individual clients and of the directors, authorized persons and beneficial owners of business clients.

- Verification of corporate existence, registration, structure and ownership.

- Identification and verification of beneficial owners.

- Sanctions, politically exposed person ("PEP") and adverse media screening.

- Information on the purpose and intended nature of the business relationship, your expected activity and your expected beneficiaries.

- Source-of-funds and, where required, source-of-wealth information.

- For Service 2, verification that each wallet you nominate belongs to you.

- Any additional due diligence required by law or by NEMOPAY's risk assessment.

You must provide complete, accurate, current and non-misleading information and tell NEMOPAY promptly of any material change. If you do not provide requested information or do not report a material change, NEMOPAY may delay, decline or stop providing services.

1.6 Instructions and Communications

NEMOPAY acts on payment instructions and USDT sale requests that you send through the channels agreed at onboarding, from the email addresses and by the persons you have designated as authorized. NEMOPAY may ask you to confirm an instruction by a second channel before it acts on it. NEMOPAY does not provide an online client area.

You must keep secure the email addresses and devices you use to communicate with NEMOPAY and tell NEMOPAY immediately if you suspect that someone has sent, or may send, an instruction in your name without authority. NEMOPAY will never ask you by email to send funds to bank details other than those NEMOPAY confirmed to you at onboarding, and will never ask for a wallet private key or recovery phrase.

1.7 Client Responsibilities

Use NEMOPAY services only for lawful and legitimate business purposes.

Check all payment, beneficiary and wallet details before you submit an instruction.

NEMOPAY processes instructions on the basis of the information you provide and may not be able to recover funds or USDT sent to an incorrect beneficiary or address.

Fund payments and pay USDT prices only from bank accounts in your own name.

Keep your corporate, ownership, contact and beneficial ownership information accurate throughout the relationship.

Cooperate with reasonable compliance, verification and information requests, including requests for documents supporting a payment.

Do not use NEMOPAY services on behalf of, or for the benefit of, a person who would not itself be eligible to use them.

1.8 Compliance Controls and Transaction Review

NEMOPAY reviews every payment and every USDT sale before execution for anti-money laundering, anti-terrorist financing, sanctions, fraud and other risk purposes. Where required by law or by its controls, NEMOPAY may:

Request additional information, documents or confirmations.

Delay a payment while checks are completed, within the two-business-day limit in section 1.3.

Decline a payment and return the funds to the bank account they came from.

Decline or cancel a USDT sale.

Restrict, suspend or end the business relationship.

File reports with FINTRAC or other competent authorities as required by law.

Where Canadian law requires NEMOPAY to freeze property or prevents it from returning funds, NEMOPAY complies with that law and deals with the funds as the law requires.

The law restricts what NEMOPAY may disclose about reports it makes to authorities. NEMOPAY may therefore be unable to tell you why a payment or sale was declined.

1.9 Prohibited Activities

You must not use NEMOPAY services for:

- Money laundering, terrorist financing or any activity in support of financial crime.
- Sanctions evasion or any transaction involving a sanctioned person, entity, country or territory.
- Fraud, deception, identity theft or misrepresentation.
- Any transaction that is unlawful under Canadian law or other applicable law.
- Concealing or obscuring the source, ownership, destination or nature of funds or virtual currency.
- Online gambling, adult entertainment or other businesses that fall within NEMOPAY's prohibited business categories.
- Any purpose that breaches these Terms or NEMOPAY's compliance policies.

1.10 Service Providers

NEMOPAY uses a banking partner to receive and send fiat payments, and uses service providers for identity verification, sanctions and PEP screening, blockchain analytics, travel rule messaging and wallet security. NEMOPAY buys its USDT inventory with its own funds from approved regulated exchanges and over-the-counter desks. NEMOPAY remains responsible to you for the services described in these Terms.

1.11 Fees, Exchange Rates and Quotes

Your fees and spreads are set in a fee schedule agreed with you at onboarding and provided to you before your first transaction. Any change to your fee schedule is notified to you in advance in accordance with section 1.18.

Where a payment requires a currency conversion, and for every USDT sale, NEMOPAY gives you a firm all-in quote before execution. The quote states the rate, the amounts and the period for which it is valid, and includes NEMOPAY's spread. A transaction is executed only after you accept the quote within its validity period, and is executed at the quoted rate. If the quote expires before you accept it, NEMOPAY provides a new quote.

Banks in the payment chain, including the beneficiary's bank and any intermediary bank, may deduct their own charges from a fiat payment. NEMOPAY tells you before execution where such charges are known to apply.

1.12 Transaction Finality, Errors and Unauthorized Instructions

Fiat payments are generally irreversible once sent, depending on the payment system and the beneficiary's bank. USDT transfers are irreversible once sent. You are responsible for checking all details before you submit an instruction. NEMOPAY will take reasonable steps to help recover a misdirected fiat payment but cannot guarantee recovery, and third-party institutions may charge for recall requests.

If you believe that an error has occurred, or that an instruction was sent in your name without your authority, you must tell NEMOPAY as soon as possible using the contact details in section 1.22. NEMOPAY will investigate and respond in accordance with its Complaints Handling Procedure. Delay in telling NEMOPAY may reduce the chance of recovery.

1.13 Limitation of Liability

To the maximum extent permitted by applicable law, NEMOPAY's liability for any claim arising under or in connection with these Terms is limited to the amount of the payment or USDT sale giving rise to the claim, and does not include indirect, consequential, incidental, punitive or special damages or loss of profit, data or business opportunity.

This section does not limit NEMOPAY's obligation to pay out or return funds received from you in accordance with section 1.3, or to deliver USDT for which you have paid. Nothing in these Terms limits liability for fraud, gross negligence, wilful misconduct or any liability that cannot lawfully be limited.

1.14 Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify NEMOPAY and its directors, officers, employees and service providers against claims, liabilities, losses, costs and reasonable expenses arising from: (a) your breach of these Terms; (b) your misuse of NEMOPAY services; (c) your breach of applicable law; or (d) your provision of inaccurate, incomplete or misleading information.

1.15 Force Majeure

NEMOPAY is not liable for a delay or failure to perform caused by events beyond its reasonable control, including natural disasters, pandemics, cyberattacks, telecommunications failures, banking or payment system disruptions, blockchain network disruptions, acts of government, changes in law or regulatory action. If such an event prevents a payment from being completed, NEMOPAY returns the funds to the bank account they came from as soon as it is able to do so.

1.16 Suspension and Termination

NEMOPAY may suspend, restrict or end the business relationship where required or permitted by law, sanctions, anti-money laundering or fraud controls, operational risk management, a breach of these Terms, failure to complete verification, or other legitimate compliance or business reasons. NEMOPAY will give reasonable notice where it is possible and permitted by law.

You may end the relationship at any time by written notice to support@nemopay.io.

When the relationship ends, NEMOPAY completes any payment or USDT sale already in progress or returns the funds to the bank account they came from. No funds or USDT remain with NEMOPAY after the relationship ends.

1.17 Complaints

Complaints are handled under NEMOPAY's Complaints Handling Procedure, published on the website. Complaints may be sent to support@nemopay.io.

1.18 Changes to These Terms

NEMOPAY may amend these Terms. The current version is always published on the website with its date. NEMOPAY notifies clients by email of any material change at least 30 days before it takes effect, unless a shorter period is required by law, by a regulator or by NEMOPAY's banking partner, or is needed to address a fraud, sanctions or security risk. If you do not agree to a change, you may end the relationship before the change takes effect without charge. Changes do not apply to a payment or USDT sale already accepted before the change takes effect.

1.19 Governing Law and Jurisdiction

These Terms are governed by the laws of British Columbia and the federal laws of Canada that apply there. Disputes are subject to the exclusive jurisdiction of the courts of British Columbia, Canada, without affecting any right that the mandatory law of your place of establishment gives you.

1.20 Language

These Terms are prepared in English. If a translation is provided, the English version prevails in the event of any conflict.

1.21 Website Content and Intellectual Property

The content of this website, including text, graphics, logos and documents, is the property of NEMOPAY GLOBAL CORP. or its licensors and is protected by copyright and intellectual property law. You may view website content for information purposes only. No content may be reproduced, distributed, modified or transmitted without the prior written consent of NEMOPAY, except where permitted by law.

Links to third-party websites are provided for convenience only and are not an endorsement by NEMOPAY of any third-party website, its content, products or services.

1.22 Contact

Field	Value
General enquiries and instructions	support@nemopay.io
Compliance and regulatory matters	compliance@nemopay.io
Registered office	NEMOPAY GLOBAL CORP., 1100 W 73rd Ave, Vancouver, BC V6P 6G5, Canada
Website	nemopay.io