Welcome to Spend Management Network Ltd, a Canadian-incorporated money services business. We operate under the legal frameworks of Canada and are registered with FINTRAC under registration number C100000444. Our services are available through Spend.net ("Website"). By accessing or using this Website, you agree to comply with these Terms and Conditions ("Terms"). If you do not agree with any part of these Terms, please do not use the Website.

Introduction

1. These Terms outline the principles and conditions under which Spend Management Network Ltd., a company registered in Ontario, Canada("Administrator") provides access to its System Services. Spend Management Network Ltd. is located at 80 Birmingham St, Unit C6, Toronto, Ontario, Canada, M8V 3W6, and is authorized to provide payment services by the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC). Customers may utilize the System and its System Services in compliance with these Terms and Conditions, Internal Policies, while applicable Fees are charged according to agreed Fees.
2. This document constitutes the Administrator's official offer to eligible individuals and entities, inviting them to access and benefit from the System and its System Services.
3. In areas not expressly covered by these Terms and Conditions, the Administrator reserves the right to address such matters through Internal Policies, details of which will be provided on the Website. By agreeing to these Terms and Conditions, Customers also accept the stipulations of the Internal Policies.
4. The information on the Website is provided purely for informational purposes and is available "as is." The Administrator makes no guarantees, claims, or promises about the accuracy, currency, or completeness of the Website's content, and it should not be used as a sole basis for any decisions or actions.
5. The Website does not offer any features or benefits akin to those of a traditional bank account. Spend Management Network Ltd. is neither a bank nor a credit institution and is not authorized to pay interest on funds held within a Customer's Account, including Business Accounts and Personal Accounts.

Definitions

- Account: A secure online account within our System for Customers.
- Account Lockdown: Suspension of all Customer's Debit Cards and wallets by the Administrator if the activities are deemed suspicious or controversial according to the Internal Policies and Terms.
- Administrator's Contact Details: The Administrator's communication channels, including support@spend.net.
- Applicant: An individual or a legal entity wishing to open an account within the System by submitting a registration application.

- Authorization: Granting a person the right to conduct Transactions in the Account based on authentication via their Login and Password.
- Authorization Details: Data enabling authentication of the Customer, primarily comprising the Login and Password. Additional details may be required by the Administrator.
- AML Policy: Rules devised by the Administrator to prevent money laundering and terrorism financing, aligned with Regulatory Law.
- Beneficial Owners: Individuals who directly or indirectly own or control 10% or more of a legal entity's shares.
- Business Account : An Account opened by a legal entity.
- Contact Details: The email address or messaging network identifier provided by the Customer during registration or correspondence. This information is used for communication purposes and plays a crucial role in ensuring effective interaction and updates related to the Customer's Account or transactions.
- Customer: An individual, or legal entity holding an Account after completing the Registration and Verification.
- Debit Card: Virtual debit cards that are issued by various issuing banks pursuant to the appropriate regulatory licenses. Spend Management Network Ltd operates as an approved Program Manager and a registered service provider.
- Fees: Charges applied by the Administrator for System Services provided to the Customer.
- Funds: Digital asset or fiat currencies owned by the Customer, accounted as funds within their Wallets or Debit Cards.
- Internal Policy: Administrator's documents governing the operation of the System(https://spend.net/docs/internal_policy.pdf)
- Issuing Banks: Financial institutions that provide customers with Debit Cards linked to their accounts. These banks have the appropriate regulatory licenses to issue cards, and they work in collaboration with Spend Management Network Ltd, which operates as an approved Program Manager and registered service provider within the System.
- Login: The Customer's email address or another specified alphanumeric combination used to access the Account.
- Parties: The Administrator and the Customer collectively.
- Password: A combination of letters, numbers, and symbols created by the Customer to access their Account.
- Payment: the act of transferring funds via Debit Card in favor of an external merchant.
- Personal Account: An Account opened by an individual.
- Privacy Policy: Website's rules for the collection, storage, and use of personal data, forming part of the Terms and Conditions.
- Prohibited Activities: Actions that are criminal in the Customer's jurisdiction, violate ethical standards, breach Internal Policy or Terms.
- Registration: The process whereby an individual's data is entered into the System, resulting in an accepted agreement to the Terms.
- Regulatory Law: Applicable Canadian laws, international regulations, and agreements governing the relations between the Customer and the Administrator.

- Store: Websites or mobile applications used by Merchants to sell goods, works, or services to Customers.
- System: A set of hardware and software developed to provide System Services to Customers.
- System Services: The suite of functionalities provided by the System to Customers. This includes facilitating internal and external Transactions of Funds, the management of Wallets, issuance and use of Debit Cards, Verification processes, and other services as defined by the Administrator.
- Transaction: An act of receiving or sending Funds within the System or payments made with a Debit card.
- Type of Wallet: A Wallet denominated in one of the available currencies.
- Unverified Account: Account of a Customer whose identity and/or mobile number are not verified, subject to use limitations.
- Verification: The process of authenticating and confirming the accuracy of the information provided by the Customer to the System, ensuring it meets the necessary standards and requirements. Verification may involve the use of automated tools, manual checks, or the services of an external third party, which specializes in validating customer information to maintain the integrity and security of the System.
- Verified Account: Status of a Customer's Account after successful Verification.
- Wallet: A component of the Account reflecting the balance of Funds in different currencies.
- Website: Spend Management Network Ltd's website accessible at https://spend.net.
- Withdrawal: Transaction transferring Funds from the Account to an external digital assets wallets.

Fundamentals

1. In order to use the System Services and become a Customer, the Applicant must open an Account as described in Terms and Conditions and complete the Verification.
2. The Customer is entitled to access information regarding the System Services offered by the Administrator, the Terms and Conditions, the Internal Policies, and to gain access to the System Services subject to the Customer's status and any additional limitations set forth in these Terms and Conditions and the Internal Policies.

3. The Customer is eligible for technical and informational assistance concerning the utilization of the System Services.

4. Funds transferred to Debit Cards are under the purview of the issuing banks, with Spend Management Network Ltd serving as a program manager that facilitates this relationship. Consequently, transactional and security protocols for card services follow issuing banks' policies.

5. It is the responsibility of the Customer to:

1. Adhere to the stipulations laid out in both the Terms and Conditions and the Internal Policies.
2. Submit information that is accurate, current, and complete when registering in the System, undergoing Verification, and upon any request from the Administrator as per the Terms and Conditions and Internal Policies.
3. Prevent the use of the Customer's Wallets or Debit Cards by any third parties.
4. Implement all necessary precautions to maintain the confidentiality of Authorization Details and refrain from sharing them with third parties. The Customer is entirely responsible for safeguarding the Authorization Details and assumes all risks associated with their loss, theft, or unauthorized use.
5. Promptly inform the Administrator upon detecting any unauthorized Transactions, unauthorized access to personal information, or loss of Authorization Details.
6. Utilize a device that is capable of accessing the Internet without issues.
7. Refrain from using any harmful software on their computer (or any other data carrier), ensure the use of licensed software, and access the System using a computer equipped with: up-to-date antivirus software, a current version of a web browser, and all necessary updates for both the operating system and installed software.
8. Avoid conducting Transactions through the System that are intended for illegal gains or to evade taxes.
9. Not employ the System for purposes that contravene the laws of the Customer's country of residence, including but not limited to engaging in Prohibited Activities as defined under applicable laws, with such activities further detailed in the Internal Policy.
10. Maintain a non-negative balance on the provided Debit Cards.
11. Accept full responsibility for any Transactions that are canceled, invalid, or disputed, as well as for any Chargebacks.
12. Refrain from executing Transactions to or from Shell banks. The Administrator shall provide the System Services to the Customers in accordance with these Terms and Conditions and the Internal Policies.
13. The Administrator is committed to safeguarding the Customer's Funds deposited into the System's Account.
14. The Administrator will execute the Customer's instructions regarding their Funds within the Account as allowed by the Terms and Conditions, the Internal Policies, and prevailing law.
15. The Administrator reserves the authority to modify the System Services, which includes updates to software, procedures, and interfaces.
16. The Administrator reserves the right to temporarily halt System operations if any defects or malfunctions are identified, for maintenance, to prevent unauthorized System access, or to perform preventive maintenance.
17. The usage of System Services incurs Fees as detailed in the Terms and Conditions.
18. The Administrator oversees the adherence of Customers to the Terms and Conditions and the Internal Policies. The Administrator has the discretion to decline executing a Transaction under circumstances outlined by the Terms and Conditions, any supplementary agreements, or the Internal Policies.

19. The Administrator reserves the right to initiate an Account Lockdown without prior notice in cases of violations of Terms of Use, Internal Policy or AML Policy.
20. The user agrees to comply with Visa and Mastercard regulations, noncompliance will result in immediate Account Lockdown.

Sign-up Process and Agreement Compliance

1. The Applicant willing to open the Account shall complete the Registration procedure: to fill out the Registration forms on the Website, to provide the Authorization Details and to accept these Terms and Conditions by clicking the «Sign up» button and ticking on consent to the processing of personal data in the relevant field in the Registration form.

2. Once the Applicant accepts these Terms and Conditions, it shall be deemed a bilateral agreement of the Parties.

3. During the Registration the Applicant shall provide the following information to the Administrator:

   1. An individual:
      - Name;
      - Surname;
      - Email address;
      - Password.

   2. A legal entity and an individual entrepreneur:
      - Name of the legal entity or an individual entrepreneur;
      - Website;
      - Description of the business;
      - Name and surname of the director or the authorized person;
      - Country of incorporation and registered address;
      - An email address and mobile number of the contact person;
      - Authorization details.

4. By accepting the present Terms and Conditions, the Applicant declares that they are acting on their own behalf only and not acting on behalf or in the interest of third parties.

5. When undergoing the Verification in order to gain the full access to the Services, available to the Verified Accounts, the Customer shall provide the following data to the Administrator:

   1. An individual shall provide the Administrator with:
      - An image of a valid ID document issued by an authorized state body, containing a unique identification number and the Customer's photo;

- The Internal Policies may require the Customer to disclose information on the purpose of the Account opening, source of wealth, occupation and name of employer;
- To identify the Customer and manage fraud, the Administrator may demand that the Customer undergoes authentication with the use of videoconference, including the use of the third-party services.

2. A legal entity shall provide the Administrator with:
- A copy of the certificate of incorporation of a legal entity;
- A certificate of good standing if the legal entity is more than twelve (12) months old or any equivalent document issued by the state body, confirming the current legal status of the Customer;
- The documents confirming the powers of the person having a right of signature on behalf of the legal entity;
- Details of the Beneficial Owners of the entity in compliance with the requirements set for individuals in these Terms and Conditions;
- The Customer's mobile number;
- If the Account is funded by a bank transfer, additional documents are requested, including the Customer's bank account statement;
- The Internal Policies may call for provision of additional information.

3. Individual entrepreneurs shall provide the Administrator with:
- A copy of the certificate of state registration of an individual entrepreneur;
- A certificate confirming an individual entrepreneur's legal capacity if their state registration took place more than 12 (twelve) months ago, or a similar document issued by the state body and confirming the Customer's due legal status;
- Details of the individual registered as an individual entrepreneur in compliance with the requirements set in these Terms and Conditions;
- The Customer's mobile number;
- If the Account is funded by a bank transfer, additional documents are requested, including the Customer's account statement;
- The Internal Policies may call for provision of additional information.

6. Should the information required not be submitted or if it is found to be inaccurate, incomplete, or outdated, either partially or wholly, the Verification process will be considered unsuccessful, leading to the imposition of limitations applicable to Unverified Accounts.
7. The Verification process is generally completed within 24 hours following the submission of the required information by the Customer. However, this timeframe may extend beyond 24 hours if the Administrator needs to conduct more thorough due diligence.

8. Verification is acknowledged as complete when the Customer receives a confirmation from the Administrator either through email or phone, based on the Customer's preference as registered in the System. Upon successful Verification,

the Customer gains access to the entire range of System Services designated for Verified Accounts.

9. The Customer is obligated to inform the Administrator about any changes to the Verification data promptly and to supply the most recent information as quickly as is feasible.

10. The Administrator reserves the right to periodically review the Customer's submitted data for currency. If any data is discovered to be unreliable, incomplete, outdated, or associated documents have expired, the Administrator may ask the Customer to submit current data within a 5-day timeframe.

11. Should the Customer not submit the required data within the a 5-day timeframe, the Administrator has the authority to revoke the Account Verification and apply the restrictions typical of Unverified Accounts

Account

1. Once the Applicant completes the Registration, the Account is created, and the Applicant becomes the Customer.
2. The Customer may open separate Wallets for the different currencies available for use. All the Funds transferred to the Customer's Account are stored in the Wallets in corresponding currencies.
3. While Funds can be kept in the Wallet for an indefinite period of time, and no interest is charged or incurred for any Funds kept in the Wallet, such conditions do not apply to funds remaining on the deactivated Debit Cards.
4. Certain limits may be applicable to the Wallet in respect to deposit of the Funds, payments and withdrawals of the Funds, depending on the Customer's status, the Type of Wallet, and other factors that the Administrator may take into account. These limitations are determined in accordance with these Terms and Conditions and the Internal Policy both are available on the Website.
5. The Customer may use the Unverified Account with the applicable limitations or upgrade to the Verified Account by the means of the Verification.
6. The Customer may open a Personal and/or a Business Account. The special features of the Personal and Business Accounts are available on the Website.
7. To open the Account, an individual must be 18 years or older, acting in full capacity in accordance with their national laws. By creating the Personal Account, the Customer declares that they have reached the age of 18, the Administrator may demand that the Customer files a confirmation of their age at any time.
8. To open the Business Account, the Customer must be a legal entity or an individual entrepreneur having full capacity to open the account in accordance with the laws and requirements of their country of incorporation.

9. Accounts may not be opened for US citizens, US residents and legal entities incorporated in the US, full list of the restricted countries can be found here: https://spend.net/docs/internal_policy.pdf
10. The Customer may open the Account only if this does not contradict the provisions of the laws of the country of their permanent residence or the Customer's registration. By opening the Account, the Customer declares and guarantees to the Administrator that opening of such an Account by the Customer does not violate any laws or regulations applicable to the Customer. The Customer shall compensate the Administrator an amount of all losses incurred by the Administrator if the Customer violates provisions of this clause.
11. In case the Customer intends to open the Business Account, the additional agreement shall be made between the Administrator and the Customer. The Customer must comply with the provisions of such applicable additional Agreement along with the obligations under these Terms and Conditions and the Internal Policies.
12. The information on the Customer's Transactions with the Funds, use of their Wallet and Debit Card is recorded and kept by the Administrator for the duration of the effective term of these Terms and Conditions and for a period of 5 (five) years after these Terms and Conditions are terminated and the Account is closed.
13. By making the new Transaction resulting in the change of balance of the Funds in the Wallet or Debit Card, the Customer confirms the new Wallet and Debit Card balance.
14. Access to the wallets or Debit Cards is only available upon the Authorization.
15. The Password shall be generated by the Customer independently. The e-mail and Password shall be used for the Authorization and can be changed at any time.
16. The Customer is responsible for keeping the Authorization Details confidential. Any actions related to the Wallet performed with the use of the valid Authorization Details shall be considered to be as actions performed by the Customer.
17. In case the Customer loses the Authorization Details, the Customer shall contact the Administrator and request to recover the access to their Wallet.
18. In case the activities of the Customer are deemed suspicious or controversial to the Terms and Conditions, other agreements concluded between the Customer and the Administrator, the Internal Policies or the requirements of current legislation, the Administrator shall notify the Customer via the email address indicated by the Customer in the System on such suspicious activities, suspected or actual fraud or security threats.
19. The Administrator reserves the right to perform the Account Lockdown without prior notification of the Customer in case of objectively justified reasons relating to the security of the Account, the suspicion of unauthorized or fraudulent use of the Account, the violation of the provisions of the Terms and Conditions or the Internal Policies.
20. The Administrator shall unblock the Account once the reasons for the Account Lockdown no longer exist.

21. The Customer may close the Account at any time by contacting the Administrator.
22. The Customer is restricted from registering multiple Accounts, except opening one Personal Account and one Business Account as an individual entrepreneur. Otherwise, the Administrator shall have the right to automatically mark such accounts as fraudulent and perform an Account Lockdown
23. Administrator reserves the right to deny access or close an account, at its sole discretion, without the obligation to provide a specific reason.

Transactions

1. Customers can add funds to their Wallet by signing into their Account on the Website and adhering to the provided instructions for Wallet funding. The methods for adding funds can differ based on the Customer's geographic location. The currently available methods are listed on the Website.
2. Services for adding funds to the Wallet may be conducted by external third-party payment services and are not included as part of the System Services.
3. Adding funds to the Wallet is governed by the Terms and Conditions, Internal Policies, the policies of the third-party service providers, and the relevant laws.
4. The Administrator has the authority to limit the options for adding funds to the Wallet for specific Customer categories, based on the risk level associated with the Customer's activities and/or transactions.
5. When funds are added to the Wallet by third parties, the Customer assumes all rights and responsibilities related to the Funds added. Transactions conducted by third parties in this manner are considered to be done on behalf of and for the benefit of the Customer.
6. For security purposes, the Administrator may establish limits on adding funds to the Wallet or Debit Card.
7. Third parties may impose additional fees for adding funds to the Wallet, depending on the chosen method.
8. Upon receiving an order to transfer Funds from the Customer's Wallet, the Administrator verifies the Customer's identity through the Authorization Details. In certain scenarios, the Administrator may require additional identification steps before processing the Withdrawal.
9. Transactions made with the Customer's Authorization Details are deemed to have been conducted by the Customer and are final.
10. The timing for Transactions involving third-party financial services is subject to those parties' policies. Delays caused by third parties are outside the Administrator's responsibility.
11. Customers have the option to activate notifications for completed payments or transactions.
12. Based on the risk level of certain activities and/or transactions, the Administrator may limit the range of possible recipients for Customer payments. Details on these restrictions can be found on the Website.

13. The Administrator reserves the right to limit withdrawal methods for Funds for certain Customer groups, influenced by the risk associated with their activities and/or transactions. Details on these limitations are accessible on the Website.
14. Information regarding limits on Wallet funding and payment amounts, varying by Account status and Customer category in relation to activity and transaction risk levels, is provided on the Website.
15. Customers wishing to withdraw Funds must initiate a withdrawal request from their Wallet. Identity verification may be required during the withdrawal process. The Wallet must contain enough Funds to cover any withdrawal Fees.
16. Customers can download electronic reports of Transactions for any timeframe from their Account at no cost.
17. Transactions made by the Customer using the System are irreversible and not open to dispute, amendment, or cancellation, except for Debit Card payments identified as fraudulent.

Fees

- The Administrator will apply charges for the Services offered to the Customer.
- Details on the Fees, including their amounts and the process for their application, can be found on Website.
- The Administrator retains the right to adjust the Fee at their discretion, with such changes becoming effective on the date they are posted on the Website.
- Fees are assessed in the currency used for the Transaction and are rounded to the nearest cent.
- The Services provided by the System to the Customer are exempt from VAT and any other sales taxes.
- The Administrator deducts all applicable Fees directly from the Customer's Wallet upon finalizing the Transaction that incurs Fees, or when there is a justified reason to levy the said Fees.
- Should the Wallet's balance be insufficient for covering the due Fees, the Administrator may decline the Transaction and require the Customer to settle the outstanding Fees.

Privacy Policy and Cookies Consent
The Administrator processes personal data of the Applicants and the Customers. The Privacy Policy (https://spend.net/docs/privacy_policy.pdf) and Cookies Policy (https://spend.net/docs/cookie_policy.pdf) are applicable to the Applicants and the Customers and are available on the Website as separate documents.

Liability
1. In the event of failure to comply and/or improper fulfilment of the obligations under these Terms and Conditions, the Parties shall be responsible in accordance with the provisions of these Terms and Conditions, the Internal Policies, and the applicable laws.

2. The Administrator guarantees the safety of funds maintained in the Customers Wallet. However, the funds associated with the Debit Card are subject to the banks' terms. Therefore, Spend Management Network Ltd cannot guarantee the security or manageability of these funds, which may be frozen or restricted by the issuing bank as per their discretion.

3. The Customer shall repay to the Administrator the damages incurred as a result of any damages charged from the Administrator due to the Customer's violations of the applicable laws when using the System on condition that the Administrator can provide the relevant documents that confirm the amount of the damages incurred by the Administrator.

4. The Customer shall be responsible for all the Transactions accounted for in the Wallet, including any Transactions with the use of Debit Cards. These Transactions shall also include the Transactions executed by third parties that have access to the Customer's Wallet.

5. The Customer shall take full responsibility to get acknowledged with the current legislation of the Customer's residence, regulating the Account opening and money transfer Transactions via the System. The Administrator shall not be liable for any breach of the national laws by the Customer resulted from the use of the System. If the Customer's use of the System and Services contradicts the laws of this Customer's jurisdiction, such Customer should immediately stop using the Services.

6. The Customer shall take full responsibility for all the risks related to the use of the Internet during the Customer's interaction with the Administrator, other Customers and third parties.

7. The Customer shall not undertake any activity that misleads other parties about the Services offered by the Administrator, which can directly or indirectly damage the Administrator's reputation, including but not limited to impersonating themselves as representatives of the Administrator in any way or context, providing false data related to the System including but not limited to falsifying transaction IDs, wallet IDs and any other data such as text, screenshots, or any other media, creating clones of the Administrator's website, and other similar activities. In case of violation the Administrator reserves the right to block the Customer's Accounts, freeze the Funds for the period of investigation, and limit the usage of the System in other ways. The Administrator also reserves the right to pursue legal action in courts of applicable jurisdiction, including cases when this rule is violated by other parties that are not the Customers of the Administrator.

8. The Customer shall protect the Administrator's interests, reimburse the Administrator's losses and pay compensations to the Administrator as well as indemnify the Administrator and its affiliates against any claims or damages, costs or expenses (including expenses for legal support, penalties or forfeits) resulting from violation by the Customer of these Terms and Conditions or any applicable laws or regulations and/or use of the System. This provision shall survive termination of relations between the Parties.

9. If, through the Customer's fault, a completed Payment serves as a ground for a payer to file a claim to the Administrator for protection of their violated right, the Administrator may demand that the recipient of the Funds reimburses losses resulting from collection of funds or other property from the Administrator to the benefit of the payer.
10. Customer takes on all risks and responsibility for holding and dealing in digital assets and virtual Currency.

Legal Notice

1. The Administrator shall have no responsibility to the Customer:
   - If the Customer transfers their data to any third parties, deliberate provision of access to their Wallet in the System, or any other violation of the confidentiality of the Customer's information caused by the Customer's fault;
   - For illegal activities of any third parties, including those related to the use of the Customer's registration data and the Customer's email or the Authorization Details;
   - For presence of any viruses or any other malicious software in the hardware and software used by the Customer to access the System;
   - For any disputes pertaining to any transactions between the Customers made via the System;
   - For violation of the current legislation by the Customer in relation to the use of the System as well as for the complaints pertaining to the Customer from tax, regulation, and law enforcement authorities regarding any reporting documentation or taxation in relation to the Customer's transactions involving the System;
   - If the Customer does not have access to the software or hardware that ensure the use of the System;
   - If the Customer cannot be reached by using the Contact Details filed thereby, particularly, due to the reason that the Customer filed unreliable data or fails to update such data in a timely manner;
   - For any payment services provided to the Customer by third parties;
   - For any actions taken by third parties whose websites the Customer visited following a link or information provided on the Website;
   - For temporary inoperability of the System, malfunctioning and errors in the operation of hardware or software (including disconnection or damage of electricity supply and communication networks, software malfunctioning, interruption of mail services, Internet provider's, payment system operations, disruption in other lines, channels and/or networks that are provided, offered or serviced by third parties, etc.), occurred not through the Administrator's fault; in this case, the Administrator shall not bear responsibility for the Customer's possible losses.

2. In the event of the loss of the Authorization Details, the System's locking the Wallet or Debit Cards, the Customer's loss of the Password, the Wallet

Lockdown, or other events that cannot be remedied without the confirmation of the Customer's identity, the Administrator shall have no responsibility if the access to the Account cannot be recovered because the Customer is lacking access to their email, mobile number, or the inability to provide other information in order to confirm their identity in accordance with the Terms and Conditions.

3. The Administrator shall not be responsible for any damages and losses incurred by the Customer or by any third party as a result of:

- The Account Lockdown in accordance with these Terms or the requirements of the law;
- Failure to pass the Verification;
- Incorrect completion of Transactions or completion by mistake;
- Violation by the Customer of the established procedure for making the Payments;
- Administrator's or third parties' compliance with the legislative or regulative requirements;
- Failure to read the up-to-date version of the Terms and Conditions or the Internal Policies and other information published on the Website;
- Impossibility to use a desired payment method at the Customer's location;
- Violation by the Customer of these Terms and Conditions or the Internal Policies, as well as the Administrator's instructions and guidelines.

4. In any event, the Administrator's responsibility to the Customer shall always be limited to the amount that does not exceed the amount of the Fees charged to such Customer for a period of the previous 3 months.

5. The Administrator shall not be responsible for any indirect or consequential damages incurred by the Customer or any third parties, including any loss of profit, loss (forfeit, non-receipt, unsubstantiated spending) of revenue, income, contracts, customers, time, data, enterprise, or reputation.

6. The Administrator shall provide to the Customer the Services «as is» as at the moment, without any express, implied or statutory representations or guarantees.

7. To access the Services, you must open an Account on the Website by undergoing a registration procedure on the Website.

8. The Services and the use of the Website are available to individuals or legal entities, that:

9. are at least 18 years of age (for individuals);

10. have the capacity to enter into a legally binding contract and use the Website, and are not prohibited to do so and use the Services by the Regulatory Law or any other laws that may apply;

11. are residing or incorporated in countries and territories we support.

12. You can only have one Account on the Website. You should not create more than one Account on the Website unless expressly permitted by the Administrator.

13. You cannot create an Account on the Website if your Account has previously been suspended by the Administrator.

Engagement Framework

1. The Administrator shall use the Contact Details as means of communication with the Customer.
2. The communication between the Customer and the Administrator may be done in English language.
3. The Customer may contact the Administrator at any time using chat available on the Website, or by the email support@spend.net
4. The Administrator may inform the Customer on the changes in the Services provided either by sending email notifications or by posting the updates on the Website.
5. The document flow between the Customer and the Administrator shall be in electronic form via the Account. Moreover, the use of the Authorization Details by the Customer shall be deemed by the Parties due and sufficient method of the Customer Authentication for the purposes of the document flow as well as for confirmation of authenticity and integrity of the provided electronic document, except for the cases provided for by the Terms or the Internal Policies. Entering the Customer's Authenticated Data shall be deemed by the Parties equal to the Customer's handwritten signature.
6. Administrator may send emails to the Customer informing about new features and special offers. By accepting these Terms, the Customer agrees to receive such communication. The Customer may unsubscribe anytime.

Termination
1. These Terms shall be in effect for an indefinite period of time until terminated in accordance with the provisions stated below.
2. The Customer may close the Account at their discretion at any time if the Customer does not have any unfulfilled obligations to the Administrator. The Account can be closed at the Customer's personal account.
3. After the Customer initiates closure of the Account, the execution of the Transactions with the use of the Account shall be impossible. Any monetary obligations of the Parties created prior to the date of deletion of the Account shall retain until they are fully executed.
4. The Administrator may unilaterally terminate these Terms and Conditions, sending the obligatory written notification to the Customer no later than two months in advance.
5. After the Account is deleted, information on completed Transactions shall be kept by the Administrators for 5 years in accordance with the requirements of the law.

Amendments
1. The Administrator may unilaterally amend these Terms and Conditions by publishing the updated text on the Website.
2. The Administrator shall notify the Customer on the upcoming amendments.
3. The amendments come into force since the updated text is published on the Website.
4. The use of the Services by the Customer shall be considered as the unconditional acceptance of the updated Terms and Conditions.

5. Without limitations to the provisions stated, the period does not cover the notification timeframe to any amendments of the Fees applicable to the Services provided by the Website. The Fees changes may be applied immediately and without prior notice.

Force Majeure

1. The Parties shall not be responsible for any delays in the performance or non-performance of the obligations, any expenses, including losses, and costs related to complaints by any third parties that may result from any acts of God, acts of civil or military authorities, civil disturbances, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network provider services, acts or omissions of a third party, infiltration or disruption of the services by a third party by any means, including without limitation, DDoS attacks, software viruses, Trojan viruses, worms, time bombs or any other software program or technology designed to disrupt or delay the Services (each a «Force Majeure Event»). The Party experiencing the impact of any Force Majeure Event shall notify the other Party within 10 days after the commencement of such Force Majeure Event.
2. The provisions shall not limit or terminate the Customer's obligations pertaining to making the returning Payments, as well as payment of any fines, penalties, fees, commissions, returning any goods, or (not) performing any works or services after the Force Majeure is over.

Miscellaneous

1. These Terms and Conditions and the relations between the Administrator and the Customer arising from them are governed by:
- the laws of Canada for all relations concerning the System Services rendered by Spend Management Network Ltd.
- All the disputes between the Parties arising from these Terms and Conditions shall be settled through negotiations. The basis for negotiations shall be either Party's submitting a written complaint to the other Party. All the complaints and claims shall be reviewed within thirty days of their receipt.
2. These Terms, along with any Internal Policies or operating rules posted on the Website, comprise the complete agreement and mutual understanding between Administrator and Customer. Decision not to enforce any part of these Terms does not constitute a waiver of Administrator's rights to enforce them in the future.
3. These Terms will be applied to the fullest extent permitted by law. Administrator may transfer some or all of rights and responsibilities to others at any time without notice. Administrator is not liable for any loss, damage, delay, or failure to act resulting from circumstances beyond our reasonable control.
4. In circumstances where the issuing bank exercises its right to freeze or restrict access to funds on issued cards, whether due to regulatory compliance, security needs, or policy requirements, the Administrator assumes no responsibility for these actions taken by the bank.

5. If any provision, or part thereof, of these Terms is found to be illegal, void, or unenforceable, that specific provision or part will be considered severable from the rest, which shall remain valid and enforceable.
6. The use of the Website and these Terms do not create any joint venture, partnership, or agency relationship between Customer and Administrator. You agree that these Terms should not be interpreted against the Administrator or Website.
7. Customer acknowledges and agree that any defenses or arguments that may arise regarding the electronic nature of these Terms, or the absence of signatures, are hereby waived.
8. In case a dispute cannot be resolved by negotiations within the specified period of time, either Party may apply to the courts of Canada for all relations concerning the System Services rendered.
9. The choice of law and jurisdiction does not affect the mandatory rights of the Customer under the laws of the country of their residence.
10. The Customer shall not transfer any rights or obligations under these Terms to any third party without the prior written consent given by the Administrator.
11. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.
12. This Agreement enters into force since the Applicant clicks the "Sign up" button during the Registration process.
13. The Customer acknowledges and confirms that all the provisions of the Terms are clear, and that the Customer agrees with the Internal Policies available on the Website, accepts them unconditionally and shall comply with their provisions and requirements.

Contact Information
For any questions about these Terms, please contact us at:

Spend Management Network Ltd.
80 Birmingham St, Unit C6
Toronto, Ontario, Canada, M8V 3W6
Email: support@spend.net

By using Spend.net, customers acknowledge and accept these terms and conditions.