

Terms and Conditions

– For Canada –

Important Notice

1. The Services are NOT money sending transactions provided by a bank etc.
2. The Services do not involve any acceptance of deposits, savings, or installment savings etc. **as** provided in the Bank Act.
3. The Services are not subject to nor covered by any form of insurance by the Canada Deposit Insurance Corporation (CDIC) or by any other provincial insurer of deposits.
4. Customers shall be accorded the appropriate Canadian right of refund laws and regulations.
5. The maximum wallet balance is **C\$9,900** in accordance with the company's policy. This is under the restrictions imposed under the laws and regulations of the payout countries.

Applicant Identification

DigitalWallet will check the applicant's identity initially pursuant to the "Know Your Client" policy of the company and relevant laws and regulations. The remittance applicant has an obligation to present valid identification documents. DigitalWallet may request the applicant to present additional identification documents in case the provided information is insufficient to confirm identity of the remittance applicant. If the identification procedure has not been completed, DigitalWallet may not proceed with the registration and deny the request for remittance services.

User must not share password information with anyone and Digital Wallet shall assume user is the valid owner of the account if the correct password is used to log in the system. DigitalWallet shall deem transactions as valid, if the correct user ID and password are used, regardless of whether the use of the account was a result of falsification, modification, theft, or unauthorized use, and neither DigitalWallet nor its partner financial institution(s) shall be held liable for damages occurring as a result.

Anti-Money Laundering, Suspicious Transaction(s) and Sanctioned Entity(ies) and Person(s)

1. Pursuant to the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and its Regulations, as well as to other laws and regulations applicable to the Services, transactions, suspicious or otherwise, with sanctioned countries, entities and persons shall be dealt with accordingly.
2. DigitalWallet shall screen all transactions against lists of names provided by the governments of the countries in which it conducts business activities or any other lists of Sanctioned entities and persons. If the transaction seems to include any association with the above lists, DigitalWallet may request the sender to provide additional identification documents, other information or documents that it deems necessary and the transactions may be declined or delayed accordingly.
3. Customers shall represent and warrant that they are not members of organized crime or terrorist group.

Customer Service Representative

For customer service, complaints, or other inquiries including the status of the remittance, please contact our customer service representative (e-mail: remitsupport.ca@digitalwallet.global). The above e-mail address shall also apply to inquiries from foreign countries, including Canada.

Required information for Registration

- Country of residence
- Email
- Phone number
- Name
- Address
- Occupation
- Date of birth
- Gender
- PEP declaration

Maximum Amount of Load

The loading limit may vary depending on your bank. Most banks set a daily e-transfer limit of CAD \$2,000, while some may allow up to CAD \$3,000 per day. We recommend checking with your bank for their specific limits.

The maximum amount you can hold in your Smiles Mobile Remittance wallet is CAD \$9,900.

Remittance Amount limits

#	Amount Limit	Cycle
1	\$9,500.00	24-hours (prevented by the App)
2	\$20,000.00*	7-consecutive days
3	\$30,000.00*	30-consecutive days
4	\$60,000.00*	365-consecutive days
5	10 transactions*	30-consecutive days

*Customer's latest transaction will not be automatically processed by the system. It will require an Enhance Due Diligence review.

* Please be advised that, for money transfers to certain payout countries, we may impose further restrictions on frequency and/or total amount of remittances.

Oversight

FINTRAC

FINTRAC, the Financial Transactions and Reports Analysis Centre of Canada, is a government agency responsible for detecting, deterring, and preventing money laundering and the financing of terrorist activities in Canada. As a registered MSB, we are legally required to comply with FINTRAC's regulations under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (PCMLTFA). This means we have robust systems in place to protect your funds and combat financial crime.

Bank of Canada RPAA

The Bank of Canada's Retail Payment Activities Act (RPAA) protects consumer funds by requiring non-bank payment companies to follow strict safeguarding rules. This means we keep customer money completely separate from our own business funds, typically in a dedicated trust account. This legal segregation ensures that in the unlikely chance that the company goes out of business, creditors cannot claim the customer funds, which are protected and will be returned to their rightful owners.

Your Funds Are Protected

We take the protection of your money seriously.

Smiles Mobile Remittance is not a bank. We are a licensed money services business (MSB), regulated by FINTRAC to follow strict Canadian laws. While your funds are not covered by a deposit insurance scheme, we are required to **safeguard** your funds at all times. We are partners with trusted and reputable financial institutions to ensure your money is safely secured and remitted quickly to your loved ones. This means your money is well-kept and protected in a separate trust account with Windsor Family Credit Union (WFCU), a credit union regulated by the Financial Services Regulatory Authority of Ontario (FSRA). In the unlikely event of our insolvency, your money is protected and will surely be returned to you.

Section X. Smiles Points Expiration and Regional Provisions

X.1 General Expiration Policy. Except as otherwise provided in Section X.2, all Smiles Points earned or received by a customer (including points obtained through registration, friend

referrals, or remittance transactions) will expire and be forfeited three (3) months (90 days) from the date they are credited to the customer's account if they are not redeemed.

X.2 Provisions for Ontario, Quebec and New Brunswick (Canada) Residents. If you are a resident of the Province of Ontario or the Province of Quebec or the Province of New Brunswick, Canada, the following localized terms apply to your Smiles Points in accordance with provincial consumer protection laws.

X.2.1 Exemption for Low-Value Rewards. In accordance with Ontario, Quebec and New Brunswick consumer protection regulations, rewards programs where no single redeemable benefit exceeds a retail value of \$50 CAD are exempt from provincial non-expiration requirements. Because Smiles Points are strictly redeemable for individual remittance transaction fee waivers or transfer discounts valued at \$50 CAD or less per single transaction, the general three (3) month (90-day) expiration policy outlined in Section X.1 strictly applies to all Ontario, Quebec and New Brunswick accounts.

Refer to the link below:

<https://www.ontario.ca/laws/statute/s16034>

<https://www.opc.gouv.qc.ca/en/consumer/good-service/prepaid-card/rewards/expiry/>

<https://laws.gnb.ca/en/document/cs/2024,%20c.1>