

Terms and Conditions

Last Updated: 26/01/2025

These Terms and Conditions (“T&C”) govern the relationship between **Best Transfer**, a business name of **1505333 B.C. LTD**, a company incorporated in British Columbia, Canada, with its principal office in [Insert Company Address], and registered with the Financial Transactions and Reports Analysis Centre of Canada (“FINTRAC”) under MSB Registration Number [Insert MSB Number] (hereinafter referred to as “Best Transfer”, “Company”, “we”, or “us”), and its clients (individuals or entities).

By using our services, you agree to comply with and be bound by these T&C. Please read them carefully.

1. General Provisions

1.1. Best Transfer provides money services including domestic and international fund transfers and foreign exchange, in accordance with applicable Canadian regulations, including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (“PCMLTFA”).

1.2. These T&Cs, along with any signed agreements, onboarding forms, and applicable pricing schedules, constitute a binding agreement between the Client and Best Transfer.

1.3. Use of our services confirms acceptance of these T&C.

1.4. Best Transfer reserves the right to amend these T&C at its discretion. Clients will be notified of changes at least 30 days in advance unless otherwise required for legal or security reasons. Continued use of services after amendments indicates acceptance.

1.5. All communication relating to these T&C shall be conducted in English.

2. Definitions

2.1. **Client:** Any individual or entity that uses Best Transfer’s services.

2.2. **Money Services:** Includes foreign exchange, money transfers, and related activities as defined under Canadian MSB regulations.

2.3. Business Days: Monday through Friday, excluding Canadian federal statutory holidays.

2.4. Framework Agreement: The contractual agreement including these T&C and other relevant client agreements.

3. Onboarding Requirements

3.1. Clients must complete the onboarding process, which includes:

- Submission of the individual or corporate onboarding form.
- Provision of required KYC/KYB documentation:
 - Government-issued ID and proof of address.
 - For businesses: certificate of incorporation, articles of incorporation, ownership structure, and UBO information.
 - AML compliance documents, if applicable.

3.2. Clients must ensure that all provided information is accurate and truthful. False information may lead to termination or legal action.

3.3. High-risk clients (e.g., those from high-risk jurisdictions or involved in high-risk sectors) may be subject to enhanced due diligence.

3.4. Best Transfer reserves the right to decline onboarding applications at its discretion.

3.5. Clients must notify the Company of any changes in ownership, control, contact information, or business activity.

3.6. Clients must update identification documents if they are changed or expired.

3.7. Best Transfer may provide services under reverse solicitation, where the client has proactively sought our services without solicitation.

4. Payment Account Access

4.1. Access to services is granted upon completion of onboarding and acceptance of these terms.

4.2. Clients are responsible for safeguarding login and account credentials.

4.3. Best Transfer does not permit anonymous or pseudonymous accounts.

5. Use of Services

5.1. Clients must use services only for lawful purposes. Prohibited uses include:

- Money laundering or terrorist financing.
- Transactions with sanctioned persons or jurisdictions.
- Activities restricted under our onboarding terms.

5.2. Transactions may be monitored, and suspicious activity will lead to service suspension or termination.

5.3. Best Transfer is not responsible for failed or delayed transfers caused by incomplete or incorrect information.

6. Processing of Transactions

6.1. Transactions are processed during business hours and are subject to cutoff times.

6.2. Transactions may be rejected if:

- The client lacks sufficient funds.
- The transaction is incomplete or violates law or policy.

6.3. Once processed, transactions may not be revoked.

6.4. Transaction details and confirmations are provided electronically.

6.5. Fees are outlined in the pricing schedule. Currency conversion fees may apply.

7. Fees and Charges

7.1. Service fees are detailed in our fee schedule, available upon request or online.

7.2. Fees are deducted from the client's account or collected at the time of service.

7.3. Exchange rates are determined at the time of processing.

7.4. We may change our fee structure with 30 days' notice.

8. Compliance and Monitoring

8.1. Best Transfer complies with FINTRAC regulations and PCMLTFA.

8.2. We reserve the right to monitor transactions and request additional information at any time.

8.3. Non-compliance may lead to immediate suspension or termination.

8.4. We cooperate with law enforcement and regulators as required by law.

9. Limitation of Liability

9.1. Best Transfer is not liable for:

- Incorrect information provided by clients.
- Delays beyond our control.
- Acts of third parties or force majeure events.

9.2. Our liability is limited to the fees paid for the specific transaction.

9.3. We are not responsible for losses caused by unauthorized access due to client negligence.

10. Termination

10.1. Either party may terminate the agreement with 30 days' written notice.

10.2. Best Transfer may immediately suspend or terminate services for:

- Breach of these terms.
- Involvement in prohibited activities.
- Failure to provide requested documentation.
- Regulatory or legal obligations.
- Insolvency or non-payment.

10.3. Upon termination:

- Client access may be revoked.
- Outstanding obligations remain payable.
- Funds will be returned to verified, legitimate successors where applicable.

11. Dispute Resolution

11.1. Complaints may be submitted to our compliance team at [Insert Contact Info]. We will acknowledge within 5 business days and aim to resolve within 15 business days.

11.2. If unresolved, disputes may be referred to a Canadian court or the appropriate Ombudsman where applicable.

12. Data Protection

12.1. We process personal data in accordance with the **Personal Information Protection and Electronic Documents Act (PIPEDA)** and other applicable Canadian privacy laws.

12.2. By using our services, Clients consent to necessary data processing and sharing for regulatory and operational purposes.

12.3. Data is stored securely and shared only as required by law or service needs.

13. Representations and Warranties

13.1. Both parties warrant that they have legal authority to enter into this agreement and will perform obligations with reasonable care.

13.2. The Client warrants that:

- All information provided is true and accurate.
- Their legal entity is valid and solvent.
- No legal proceedings affect their ability to engage in the agreement.

14. Confidentiality & Intellectual Property

14.1. Each party agrees to maintain the confidentiality of shared non-public information.

14.2. Disclosures may be made to regulators, courts, or as otherwise required by law.

14.3. Intellectual property rights remain with Best Transfer. Use of the platform or materials does not transfer any IP rights.

15. Miscellaneous

15.1. These T&C and related documents represent the entire agreement.

15.2. If any provision is found unenforceable, the remaining terms remain in effect.

15.3. Clients may not assign or transfer their rights under this agreement without our written consent.