

## Paysend Plus

Last updated: 1 November 2023

### 1. Why are these terms important

These terms set out the extra services we provide to you as a Plus user, and, together with any Paysend Account terms, form part of your legal agreement between you and Paysend CA Limited (a company registered in Canada whose registered office is 400-906 12 Avenue SW Calgary AB T2R 1 K7, Canada).

Any reference to “we”, “us” and “our” in these terms will mean Paysend CA Limited. Paysend CA Limited is authorised as a Money Services Business with Fintrac (MSB Registration No. MI598578) and AMF (Permit No. 904481).

We'll ask you to accept these terms before you use any Plus features. You can also obtain these terms from the account you create with us on our mobile application or website (“**Paysend Account**”) at any time or contact us to request a copy.

**Please read these terms carefully.**

### 2. What are Plus services?

You'll have unlimited fee-free Global Transfers for the subscription month in respect of a Global Transfer made in a different currency to the one you used to fund the Global Transfer (excluding a Global Transfer using SWIFT).

We'll still need to (i) apply our exchange rate (which includes our mark-up) to any Global Transfer made in a different currency to the one you used to fund the Global Transfer; and (ii) charge a fee in relation to a Global Transfer made in Canadian dollars (“**CAD**”) to CAD.

We're very transparent about our exchange rates. In your Paysend Account, we'll always tell you of the total cost, including our exchange rate and any fees before you make a Global Transfer. You can check our daily rates and fees on the [calculator](#) on our website or on your Paysend Account. The exchange rate that we disclose to you before you make a payment forms part of your agreement with us.

### 3. Paying for your Plus subscription

When you become a Plus user, we'll ask you to pay the subscription fee from a card you've registered with us (your stored card). We, or another Paysend entity, may process the subscription fee while you remain a Plus user.

If we can't take payment from your stored card for any reason (for example, because it has expired), we'll ask you to register another card which will become your new stored card.

You can choose between a monthly subscription plan or a 3-month subscription plan. You will be able to select your preferred plan when you subscribe to our Plus services, and you can

also change your subscription plan once you're subscribed by opening your Paysend Plus dashboard in the Paysend app and updating your subscription plan in the main menu.

<b>Subscription Plan</b>	<b>Fee</b>	<b>Details</b>
Per month	7.50 CAD	You'll be able to enjoy our Plus services for a month, starting from the day you paid the subscription fee. For example, if you started paying for Plus services on 18 February, your subscription month expires on 17 March.
3-months	19.99 CAD	You'll be able to enjoy our Plus services for three months, starting from the day you paid the subscription fee. For example, if you started paying for Plus services on 18 February, your subscription month expires on 17 May.

If you do not pay the subscription fee of your chosen subscription plan when it becomes due, we may cancel or suspend your subscription and you may no longer be able access the Plus services. When you bring your subscription payments up to date, we'll reinstate your Plus services.

#### **4. Cancelling your Plus subscription**

If you cancel your Plus subscription, you'll be able to enjoy our Plus services for the balance of the subscription month. Your Plus services will expire on the day before your subscription was scheduled to renew.

When your Plus subscription ends, you'll still enjoy any other benefits that are available in your Paysend Account.

To cancel your Plus subscription, simply open your Paysend Account and unsubscribe to any Plus services.

#### **5. When we may need to suspend or end your Plus subscription**

We may need to suspend or end your Plus services:

- to comply with our regulatory obligations, or if we believe we'd be in breach if we did not suspend or block our services to you;
- to investigate any unauthorised access or suspicious or unusual activity;
- if we have reasonable security concerns, such as if we believe your authorisation credentials have been misused or compromised;
- if we suspect, or there has been, any fraudulent or criminal activity;
- if doing so, helps us protect the security and integrity of our operating systems;

- if a bankruptcy order is made against you or you've entered into an individual voluntary arrangement with your creditors;
- if we have requested important information from you and you have not provided this information to us;
- if you have broken these terms;
- if your account has been suspended; or
- if we need to do further checks about you to comply with our regulatory obligations and you have not given us enough information.

We'll let you know beforehand through your Paysend Account, or as soon as possible after, if we suspend or block your access to our Plus services. We'll let you know why we've done it (unless telling you would be unlawful or would reduce yours or our security). While your Plus subscription is suspended or blocked, you'll not be able to make any payments. We'll reinstate your access once the reasons for suspension are resolved (unless it would be unlawful to do so).

## 6. Changing these terms

We can change these terms:

- if we think it'll make the terms easier to understand;
- to reflect any changes in the way our business or products are run (for example, to cater for technological improvements or new partner requirements);
- to reflect legal or regulatory requirements that apply to us;
- to reflect changes in the cost of running our business; or
- because we're updating or introducing a new service or product feature.

For changes related to the existing payment service aspects of your Plus subscription, such as our pricing, we'll give you two months' notice before we make any change (unless the law requires that we implement the change earlier). We'll treat you as having accepted the change unless you tell us that you want to close your Paysend Account before the change is made.

In all other cases, including in relation to other aspects of your Plus subscription, we'll let you know the terms for a new feature, a change or a discontinuation of any service before you use it or it applies, and those terms will apply immediately.

## 7. Other legal bits

We won't be responsible for any loss or damage that is not reasonably foreseeable, or that's caused by your failure to comply with these terms, or that's caused by a third party. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you started using our services, both we and you knew it might happen. Nothing in these terms removes or limits our liability for death or personal injury resulting from our negligence or from fraud or fraudulent claims and statements.

The laws of Canada apply to our agreement. You can make a claim against us in the courts of Canada if you believe we've not complied with these terms or the law:

If these terms are translated into another language, the translation is for reference only and the English version will apply. If English is not your usual language, you must communicate with us in the English language in relation to any legal matters arising under these terms, including with respect to submitting and resolving any complaints.

This agreement is between you and us. Only you and we have rights under the agreement. You cannot transfer any of your rights or obligations to anyone. If one part of this agreement is invalid, the other parts of the agreement are still valid. We may transfer any of your and our rights or obligations under the agreement in response to a legal or regulatory requirement or if we reasonably think that this won't have a significant negative effect on your rights under the agreement. A transfer of rights and obligations is known as 'novation'. A transfer of rights only is called an 'assignment'.