

Terms of Use – NEXT SOLUTIONS CORP.

Last updated: 05.08.2025

By accessing this website (the “Site”), registering for a user account (“Account”), or using any services provided by **NEXT SOLUTIONS CORP.** (the “Services”), you (“you”, “your”, or “user”) agree to be legally bound by the following Terms of Use. Please read these Terms carefully before using the Site or any of the Services.

“NEXT SOLUTIONS CORP.” refers to a company incorporated under the laws of the Province of Ontario, Canada, with its registered office at 155 East Beaver Creek Road, Suite 24-147, Richmond Hill, Ontario, L4B2N1, Canada (Corporation Number: 1001042225). Any reference to “we”, “us” or “our” in these Terms shall mean NEXT SOLUTIONS CORP., including its officers, directors, employees, and affiliated contractors.

NEXT SOLUTIONS CORP. is not a bank or trust company, and is not a member of any deposit insurance program, including the Canada Deposit Insurance Corporation (CDIC). NEXT SOLUTIONS CORP. operates as a technology service provider and facilitates the use of third-party cryptocurrency exchanges and fiat payment providers. While we may enable users to interact with such platforms, we do not directly provide exchange, custody, or banking services.

The Services may allow users to:

- Buy and sell cryptocurrencies through authorized third-party providers;
- Transfer cryptocurrencies and/or fiat currencies to other users or external recipients;
- Exchange fiat currencies;
- Access financial tools or integrations offered by third-party institutions, including prepaid card or virtual IBAN services, where available.

Your access to specific features or services may depend on your country of residence. It is your responsibility to ensure that your use of this Site and the Services complies with applicable laws and regulations in your jurisdiction.

Subject to your compliance with these Terms of Use, we grant you a personal, non-exclusive, non-transferable, non-sublicensable, and limited right to access and use the Site and Services.

Acceptance of Terms

IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST NOT ACCESS THIS SITE OR USE ANY SERVICES PROVIDED BY NEXT SOLUTIONS CORP.

By registering for an Account, accessing the Site, or using our Services in any capacity, you expressly represent, warrant, and acknowledge that:

- You have read, understood, and accepted these Terms of Use;
- You are at least 18 years of age, or the age of legal majority in your jurisdiction, and you have full legal capacity to enter into a binding agreement and conduct transactions involving digital assets.

If you are acting on behalf of a legal entity, you further represent and warrant that you have the full legal authority to bind that entity to these Terms of Use.

Risk Warning

Trading or transacting in digital assets—including but not limited to cryptocurrencies, tokens, and stablecoins—entails **substantial risk**. Prices are highly volatile and can fluctuate widely in short periods. As a result, the value of your digital holdings may increase or decrease dramatically at any time. You could lose all or a significant portion of your investment. This applies to both real and virtual goods, as well as fiat and virtual currencies.

Cryptocurrencies involve unique risks not typically associated with government-issued (fiat) currencies or regulated commodities. Unlike traditional currencies backed by national governments or central banks, cryptocurrencies are supported solely by technology and the trust of their users. There is **no central authority** that can take action—such as issuing more currency or intervening in markets—to protect or stabilize the value of a cryptocurrency. Cryptocurrencies are typically governed by decentralized, peer-to-peer protocols and cryptographic systems. These systems operate **outside of traditional regulatory structures** in most jurisdictions, including Canada, and are inherently **autonomous, experimental, and in some cases, opaque**.

Factors that may cause rapid depreciation in the value of a cryptocurrency include, but are not limited to:

- Adverse changes in legislation or regulatory policy;
- Security breaches, theft, or fraud involving wallets, exchanges, or protocols;
- The introduction of superior competing technologies or alternative cryptocurrencies;
- Loss of public trust due to protocol errors, forks, bugs, or governance failures;
- A collapse in network consensus or participation;
- Systemic market manipulation, illiquidity, or panic-driven selloffs.

The cryptocurrency market has also been known to experience **speculative bubbles and irrational shifts in sentiment**. These can result in rapid loss of value, even in the absence of technical or regulatory issues.

We may not be able to identify or predict all risks that could impact your cryptocurrency holdings or transactions. It is your sole responsibility to ensure that your financial condition, investment knowledge, and risk appetite are suitable for engaging in this activity.

You should not buy, sell, or hold cryptocurrencies unless you are willing to accept the **entire risk of loss**.

Limitation of Banking Provider Role

NEXT SOLUTIONS CORP. uses third-party licensed banking and payment service providers to receive fiat funds from clients and to remit payments in connection with supported services. These providers **do not** exchange, transfer, store, or manage cryptocurrencies and are **not responsible** for any services involving digital assets.

Funds held by these institutions are used solely for fiat transaction purposes, and do not constitute custody of cryptocurrencies.

Limited Right of Use

Unless otherwise explicitly stated, all materials available on this website (the “Site”), including but not limited to software, text, images, graphics, data, pricing information, trade activity, charts, videos, and audio content (collectively, the “Materials”), are the intellectual property of **NEXT SOLUTIONS CORP.** or its licensors and are protected under applicable copyright, trademark, and other intellectual property laws in Canada and internationally.

You are permitted to view, print, and/or download a copy of the Materials from the Site on a single device, solely for your personal, informational, and non-commercial use, **provided that** you retain all copyright and proprietary notices contained therein. Any use of the Materials beyond this limited license, including reproduction, modification, republishing, uploading, posting, transmitting, scraping, harvesting, or distributing in any form or by any means (manual or automated), is strictly prohibited without prior written consent from **NEXT SOLUTIONS CORP.**

All trade names, trademarks, service marks, and logos used on the Site, including but not limited to "NEXT SOLUTIONS CORP." and any of its affiliated branding (collectively, the “Trademarks”), are proprietary to **NEXT SOLUTIONS CORP.** or their respective owners.

Unauthorized use of the Trademarks or Materials may violate intellectual property laws and may result in civil and/or criminal liability.

Maintaining Your Account: Rules and Responsibilities

This Site and the Services are intended strictly for your own personal and lawful use. By registering for an Account, you agree to:

- Provide true, current, and complete information as prompted by the registration form;
- Promptly update your information to maintain its accuracy;
- Maintain the confidentiality and security of your login credentials;
- Refrain from using any Account other than your own;
- Not assist or encourage unauthorized access to any part of the Site or Services.

Failure to comply with these obligations constitutes a breach of these Terms of Use and may result in **immediate suspension or termination** of your Account and cancellation of any pending transactions. Additionally, any attempt to create multiple Accounts, impersonate another person or entity, or distribute tools or instructions for such activities is strictly prohibited and may result in legal action.

You are solely responsible for all activities that occur under your Account, including transactions initiated using your password or other authentication methods. Cryptocurrency transactions are **irreversible** once executed; therefore, you must carefully verify recipient information before authorizing any transaction.

If we detect suspicious or potentially unauthorized activity associated with your Account, we may (but are not obligated to) request additional verification or documentation, and freeze your access or pending transactions while an investigation is conducted. Failure to comply with such requests may result in Account termination.

You must immediately notify **NEXT SOLUTIONS CORP.** of any suspected unauthorized use of your Account or security breach by emailing our compliance team at info@next-solutions.io

Prohibited Use

You agree **not to use** the Site or Services for any unlawful purpose or in violation of any applicable local, provincial, federal, or international law or regulation. Prohibited conduct includes, but is not limited to:

- Money laundering;
- Financing of terrorism;
- Illegal gambling;
- Fraud or identity theft;
- Malicious hacking or distribution of malware;
- Use of the Services for any purpose prohibited by Canadian sanctions or export controls.

Violations may lead to immediate suspension or termination of your Account and referral to law enforcement or regulatory agencies.

Minimum Transaction Amount

The minimum allowable transaction (buy or sell) through the platform is the equivalent of **EUR 5**, or an amount specified in your local currency based on prevailing exchange rates, unless otherwise stated.

Fees

All applicable fees for the use of specific Services are disclosed on the relevant sections of the Site or within the associated user interface for each function. **NEXT SOLUTIONS CORP.** reserves the right to update its fee schedule at any time and will make reasonable efforts to inform users of any changes through the Site or other communication channels.

Account Verification (KYC/AML Compliance)

In accordance with Canadian legal and regulatory requirements—including the **Proceeds of Crime (Money Laundering) and Terrorist Financing Act** (PCMLTFA) and guidelines issued by **FINTRAC**—the creation and ongoing use of your Account is subject to identity verification and due diligence procedures.

By registering for an Account, you agree to provide accurate, complete, and up-to-date information when requested by **NEXT SOLUTIONS CORP.** for purposes including, but not limited to:

- Verifying your identity;
- Meeting Know-Your-Customer (KYC) requirements;
- Screening for sanctions and politically exposed persons (PEPs);
- Preventing money laundering, terrorist financing, and fraud.

The information requested may include **Personal Data**, and your submission of such data constitutes your confirmation that it is accurate and complete. You also agree to promptly inform us of any changes to this information.

Your Account may remain restricted, blocked, or suspended until we have completed all verification checks to our satisfaction. During this period, you may not terminate your Account or request erasure of any Personal Data provided during verification, subject to applicable data protection laws.

We may use both internal compliance procedures and third-party service providers, including automated AML screening platforms, to fulfill our verification obligations.

Use of Third-Party Financial Service Providers (IBAN/Card Services)

Certain value-added services offered through the Platform—such as virtual IBAN accounts or payment card issuance—may be facilitated by third-party regulated financial institutions or electronic money issuers.

By opting into such services, you acknowledge and agree that:

- These services are provided by external authorized providers, not by **NEXT SOLUTIONS CORP.** directly;
- You are subject to the terms and privacy policies of the respective provider;
- **NEXT SOLUTIONS CORP.** assumes no responsibility or liability for these third-party services.

If your jurisdiction restricts or prohibits the use of certain financial instruments (including prepaid cards or IBANs), it is your responsibility to refrain from using such services.

Account Termination

We reserve the right to suspend or terminate your Account at any time, without prior notice or liability, if you:

- Breach these Terms of Use;
- Provide false or misleading information;
- Engage in any activity that may expose us or our partners to legal or regulatory risk;
- Violate applicable laws or use the Service for prohibited purposes.

Upon termination, your right to access the Site and use the Services shall immediately cease.

If you wish to voluntarily close your Account, you may contact us through the appropriate support channel or discontinue using the Services. However, closure of the Account may be delayed if regulatory obligations (such as transaction tracing, audits, or data retention) require continued data processing.

Availability of Services

All Services offered by **NEXT SOLUTIONS CORP.** are provided "**as is**" and "**as available**", without any warranties, representations, or guarantees—either express or implied—including, but not limited to, **implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.**

While we strive to provide continuous and uninterrupted access to the Site and Services, we **do not guarantee** that the Site will always be available or free from disruptions, delays, errors, technical failures, data loss, or security breaches. You understand and agree that:

- Access may occasionally be suspended or limited for maintenance, upgrades, security checks, or emergency situations;
- Transactions may be delayed or blocked due to technical or regulatory reasons;
- We are not liable for any damages resulting from the unavailability or malfunctioning of the Site or Services.

We will make reasonable efforts to notify users in advance of planned service interruptions, but this may not be feasible in all cases, especially in urgent or unanticipated circumstances.

APIs and Widgets

We may, at our discretion, make certain application programming interfaces (APIs) and widgets available to users, partners, or third parties. Such tools may allow limited access to public data or enable integrations with the Site.

You are permitted to use these APIs and widgets **only in their original, unmodified form**, and in accordance with any specific documentation, licensing, or technical restrictions we may provide. Any misuse, reverse-engineering, unauthorized commercial exploitation, or modification is strictly prohibited and may result in legal action or suspension of access.

Links to External Websites

The Site may include links or references to third-party websites ("External Websites") that are not controlled or maintained by **NEXT SOLUTIONS CORP.** We make **no representations or warranties whatsoever** regarding such websites, their operators, content, security, terms of use, privacy policies, or offerings.

By accessing any External Website through our Site, you acknowledge and agree that:

- **NEXT SOLUTIONS CORP.** is not responsible or liable for any content, information, services, advertising, products, or transactions available on or through such third-party websites;
- You use such sites entirely at your own risk;
- It is your responsibility to review the applicable terms, policies, and security practices of any External Website.

We encourage users to take precautions when interacting with any third-party platform, including checking for potential malware, phishing threats, or other malicious activity.

No Financial or Investment Advice

NEXT SOLUTIONS CORP. is **not a registered investment dealer, advisor, or broker-dealer** under Canadian securities law. Nothing on the Site or within the Services shall be construed as personalized financial, investment, legal, or tax advice.

While we may display or publish general information about cryptocurrencies (e.g., price data, charts, market updates, or news), such content is provided solely for **informational and educational purposes** and should not be interpreted as a recommendation, solicitation, or endorsement of any investment strategy or asset.

Any decisions to buy, sell, hold, or otherwise transact in cryptocurrencies are made **entirely at your own discretion and risk**. We expressly disclaim any liability for any loss or damage arising from reliance on such information or the performance of any digital asset.

Financial Regulation

NEXT SOLUTIONS CORP. is affiliated with FINTRAC-registered compliance service providers acting as financial intermediaries within the meaning of the **Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA)**.

These service providers operate under the oversight of the **Financial Transactions and Reports Analysis Centre of Canada (FINTRAC)**, the Canadian federal authority responsible for the supervision of anti-money laundering and counter-terrorist financing compliance.

Data Protection and Privacy

Protecting your personal data is a core priority for **NEXT SOLUTIONS CORP.** We process your information in accordance with the **Personal Information Protection and Electronic Documents Act (PIPEDA)**, as well as any applicable provincial privacy legislation (e.g., Ontario's Freedom of Information and Protection of Privacy Act where applicable).

Full details about how we collect, use, store, and share your information are outlined in our [Privacy Policy], which forms an integral part of these Terms. You are strongly encouraged to review the Privacy Policy to understand your rights and our responsibilities.

Disclosures to Authorities and Financial Institutions

We may disclose your personal data to law enforcement agencies, regulatory bodies, or authorized financial institutions if:

- Required to do so under applicable Canadian law;
- Ordered by subpoena, warrant, court order, or other legal processes;
- We believe such disclosure is necessary to prevent financial loss or physical harm;
- Required to report suspected illegal activity;
- Necessary to investigate violations of these Terms of Use or our Privacy Policy.

We will always seek to limit such disclosures to what is legally required and will notify you where legally permissible.

Unclaimed Property

If your Account remains inactive for an extended period and we are unable to contact you despite reasonable efforts, applicable provincial laws (such as unclaimed property statutes in Ontario or other jurisdictions) may require us to report and transfer your funds (fiat or cryptocurrency) to a governmental authority.

We will attempt to notify you using the contact details on file. However, we reserve the right to deduct a dormancy or administrative fee from such funds, as permitted under applicable law, before escheating the balance.

Governing Law and Jurisdiction

These Terms of Use are governed by and shall be construed in accordance with the laws of the **Province of Ontario** and the **federal laws of Canada applicable therein**, without regard to conflict of law principles.

You irrevocably agree that any dispute arising from or related to the Site, Services, or these Terms shall be subject to the **exclusive jurisdiction of the courts of Ontario, Canada**.

If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect. Failure to enforce any right shall not constitute a waiver of that right.

These Terms of Use constitute the entire agreement between the parties and supersede all prior oral or written understandings relating to the Services.

Limitation of Liability

To the maximum extent permitted under applicable law, **NEXT SOLUTIONS CORP.** shall not be liable for:

- Loss of profits, revenue, or opportunity;
- Business interruption or loss of data;
- Indirect, incidental, punitive, special, or consequential damages.

This limitation applies whether the claim arises in contract, tort (including negligence), equity, or otherwise.

However, nothing in these Terms excludes or limits liability where such exclusion or limitation would be contrary to applicable law, including for:

- Fraud or willful misconduct;
- Death or personal injury caused by negligence;
- Any other liability that cannot be excluded or limited under Canadian law.

Subject to the above, **the maximum aggregate liability of NEXT SOLUTIONS CORP.** for all claims relating to a single user shall not exceed the greater of:

1. The total value held in the user's Account at the time of the claim, less applicable fees; or
2. 100% of the value of the transaction(s) giving rise to the claim, less applicable fees.

You remain solely responsible for your use of the Services, and we encourage you to conduct your own due diligence before making any decisions based on the information provided on the Site.

Legal Disclaimer

Your use of the Services is at your sole risk. All Services provided by **NEXT SOLUTIONS CORP.** are offered strictly on an **"AS IS"** and **"AS AVAILABLE"** basis.

We make **no representations or warranties of any kind**, express or implied, including but not limited to:

- Implied warranties of merchantability;
- Fitness for a particular purpose;
- Non-infringement;
- Continuous availability, accuracy, or security of the Services;
- That errors, defects, or interruptions will be corrected or that the Site will be free from viruses or other harmful components;

- That the results of using the Service will meet your expectations.

No advice or information, whether oral or written, obtained from us or through the Site shall create any warranty not expressly stated herein.

Indemnification

To the fullest extent permitted by law, you agree to **indemnify, defend, and hold harmless NEXT SOLUTIONS CORP., its affiliates, officers, directors, employees, partners, agents, and licensors** from and against any and all claims, liabilities, damages, losses, costs, or expenses (including legal fees and court costs) arising out of or in any way related to:

- Your use of the Site or Services;
- Any breach of these Terms of Use;
- Your violation of any applicable law or regulation;
- Your infringement of the rights of any third party, including intellectual property or privacy rights.

This obligation will survive the termination of these Terms and your use of the Services.

Force Majeure

NEXT SOLUTIONS CORP. shall not be liable for any failure or delay in performing its obligations under these Terms of Use if such failure results from circumstances beyond its reasonable control, including but not limited to:

- Acts of God;
- War or terrorism;
- Civil unrest or government actions;
- Cyberattacks;
- Changes in laws, sanctions, or regulatory frameworks;
- Natural disasters, pandemics, labour disputes, or telecommunications failures.

During such events, Services may be partially or fully suspended without liability.

Modification of Terms

We reserve the right to **amend, modify, update, or replace** these Terms of Use at any time at our sole discretion. Where required by law, or where material changes are made, you will be notified in advance through your Account or by other appropriate means.

It is your responsibility to review any amendments. Continued use of the Site or Services after the posting of changes constitutes your acceptance of the revised Terms.

If you do not agree to any amended Terms, you must cease using the Services and may request to close your Account, subject to any ongoing obligations or regulatory restrictions.

Definitions

Account – A contractual arrangement under which a user has accepted these Terms of Use and the Privacy Policy, and has been approved to access Services offered by **NEXT SOLUTIONS CORP.**, including the purchase and sale of cryptocurrencies and performance of related transactions.

Bitcoin – A decentralized peer-to-peer digital currency, further described at bitcoin.org.

Cryptocurrencies – All types of digital currencies, including but not limited to Bitcoin.

Buyer(s) – Account holders submitting an offer to purchase cryptocurrency via the Service.

Commission / Fee – The transaction-based fee charged by **NEXT SOLUTIONS CORP.** for facilitating each cryptocurrency transaction. Fee information is provided on the [Fees] section of the Site.

Member(s) – Any user holding an Account, including Buyers and Sellers.

Personal Data – Information about an identifiable individual, including but not limited to name, address, contact information, trading activity, and banking details. Aggregated or anonymized data is not considered Personal Data under applicable law.

Price – The unit value at which a Member is willing to buy or sell a given cryptocurrency, expressed in a supported fiat currency.

Seller(s) – Account holders submitting an offer to sell cryptocurrency via the Service.

Service(s) – The platform, tools, and marketplace functions operated by **NEXT SOLUTIONS CORP.** to enable Members to buy and sell cryptocurrencies.

Transaction – Includes:

- Purchase or sale of cryptocurrency between Members;
- Transfers of cryptocurrency between Members;
- Transfers of fiat currency between Members.

Note: Not all types of Transactions may be available at all times.

Transaction Price – The total amount paid by the Buyer for a completed Transaction, including applicable fees.

Consent to Use of Cookies

Our website uses cookies to improve your experience. By continuing to use the Site, you consent to the use of cookies in accordance with our [Cookie Policy].

You may disable cookies in your browser settings at any time. Please note that doing so may impact certain functionalities of the Site and your ability to access the Services.

Changes to These Terms

We may amend or update these Terms of Use at any time at our sole discretion. Where required by law, or where material changes are introduced, we will provide notice to you, which may include:

- A notification through your Account;
- A public notice on the Site.

Material changes will take effect no less than 30 days after such notice is given, unless otherwise required by applicable law. What constitutes a "material change" will be determined in good faith by **NEXT SOLUTIONS CORP.**

Your continued use of the Site or Services after the effective date of the revised Terms constitutes your agreement to be bound by them.

Email Disclaimer

Please note that **unencrypted email is not a secure method of communication**. You acknowledge and accept the risks associated with sending or receiving sensitive information over unencrypted email. **NEXT SOLUTIONS CORP.** is not responsible for any loss resulting from the use of unsecure email channels.

For support or communication regarding your Account:

- Registered users should use the internal secure messaging feature available within the Account dashboard;
- External inquiries should use the contact form on our official website;
- Encrypted communications (e.g., PGP) are available upon request—please contact us to receive our public key.
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Contact Us

If you have any questions regarding these Terms of Use, your Account, or our Services, please contact us through the following channels:

- **Registered users:** via secure messaging after logging into your Account;
- **External users:** through our contact: info@next-solutions.io.