



**FORKIS
UNION**

Terms of Use

Document overview

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Company name:	Forkis Union Limited
Incorporation number:	1339035-7
Legal address:	1907 Baseline Rd, unit 104, Ottawa ON K2C 0C7
Physical address:	1907 Baseline Rd, unit 104, Ottawa ON K2C 0C7
Website:	www.forkisunion.com

Approved by:	Mr. Dias Kaliyev
Distribution:	Internal and to whom it may concern

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Document version control

Version number	Date issued	Reason for change	Person who made changes
1.0	13.09.2024	Initial Document	Mr. Dias Kaliyev

PLEASE READ THIS INFORMATION CAREFULLY

BY CLICKING THE "CREATE ACCOUNT" BUTTON OR BY ACCESSING OR USING THE SERVICES ON THE WEBSITE, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE.

1. Who We Are and How to Contact Us

- **Company Information:** Forkis Union Limited ("Forkis") is a company incorporated under the laws of Canada with company number 1339035-7
 - **Registered Office:** 1907 Baseline Rd, unit 104, Ottawa ON K2C 0C7
 - **Contact Information:** You can contact us by email, web chat, or telephone. Our contact details are provided on our Website.
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2. Scope

These Terms of Use, together with any documents incorporated by reference (collectively "Terms of Use" or "Terms"), govern your access to and use of <https://forkisunion.com> ("Website"), including any associated mobile application ("Mobile App") and any services offered through us. The Website, Mobile App, and all related services are referred to as the "Product."

By using the Website or any Product, or by clicking to sign up, sign in, accept, or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound by these Terms in addition to our Privacy Policy, Cookie Policy, KYC/AML Policy, and other policies, all in compliance with the Retail Payment Activities Act (RPAA).

3. Key Definitions

Term	Definition
Forkis Account	A client account accessible via the services where funds may be stored by Forkis on behalf of a client.
Application	An online application submitted by the client to Forkis through the Website.
Confidential Information	Any information marked as "Confidential" or "Proprietary" or that can reasonably be expected to be confidential given the context of the disclosure or the nature of the information.

Term	Definition
Client, you, or your	An individual or legal person who accepts these Terms of Use in their entirety.
Prices	The costs for our services and operations as confirmed by us according to our procedure.
Password	Any code developed by you in our system or code provided to you by us for accessing your Forkis Account and managing specific services provided by us.
Forkis Services or Services	Any services operated with any financial products provided by Forkis on the Website.

4. Eligibility

To be eligible to use Forkis's services, you must meet the following requirements:

- **Legal Age:**
 - You must be at least the age of majority in your province or territory of residence in Canada. If you are accessing our services from another country, you must be of legal age to form a binding contract under the laws of that country. By opening a Forkis Account, you confirm that you meet this requirement.
- **Residency and Jurisdiction:**
 - Our services are primarily designed for residents of Canada. If you are accessing or using the services from outside Canada, you do so at your own risk and must ensure that your activities comply with all applicable local laws and regulations in your jurisdiction.
 - We reserve the right to restrict or block access to our services for users in certain countries or regions, especially if providing services to those locations would violate Canadian laws or the laws of that jurisdiction.
- **Proof of Identity and Verification:**
 - You agree to provide accurate, complete, and truthful information during the registration process. As part of our compliance with RPAA and FINTRAC regulations, you may be required to provide valid government-issued identification, proof of address, and any other documentation we deem necessary to verify your identity.
 - We may conduct periodic verification checks and request updated documentation to ensure continued compliance with legal and regulatory requirements.
- **Authorized Representatives (for Businesses):**
 - If you are registering on behalf of a legal entity, such as a corporation or partnership, you confirm that you are authorized to act on behalf of that entity and have the legal authority to bind the entity to these Terms of Use. You must

provide all necessary documentation to establish your authority, including but not limited to corporate resolutions, power of attorney, or other legal proof of authorization.

- The legal entity you represent must be duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization.
- **Compliance with Laws and Regulations:**
 - You agree to use our services in compliance with all applicable laws, regulations, and rules, including but not limited to RPAA, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA), FINTRAC requirements, and any other relevant regulations.
 - You confirm that you are not subject to any sanctions, embargoes, or other restrictions imposed by Canadian authorities or international organizations that would prevent you from using our services.
- **Account Eligibility Restrictions:**
 - You must not have had any previous Forkis Account closed or access to our services terminated due to violation of these Terms of Use or any other reason related to non-compliance with legal or regulatory obligations.
 - We reserve the right to deny access to our services or terminate your Forkis Account at any time if we discover that you have provided false, misleading, or incomplete information or if we have reasonable grounds to suspect that your use of the services may violate these Terms or any applicable laws.
- **Prohibited Persons and Activities:**
 - You must not be acting on behalf of, or for the benefit of, any individual, entity, or country that is sanctioned or restricted by Canadian laws, the United Nations, or any other applicable international sanctions regime.
 - You must not be engaged in, or intend to engage in, any activity that is illegal, fraudulent, or inconsistent with our AML (Anti-Money Laundering) and CTF (Counter-Terrorist Financing) policies, including but not limited to money laundering, terrorism financing, or financial fraud.
- **Multiple Accounts:**
 - Each individual or entity is permitted to open only one Forkis Account, unless we provide written authorization for additional accounts. We reserve the right to suspend or terminate any duplicate accounts.
- **Notifications and Updates:**
 - You agree to promptly notify us if any of your eligibility information changes, such as changes in your residency, legal status, or the authority to act on behalf of a legal entity. Failure to update us promptly may result in the suspension or termination of your Forkis Account.

5. Acceptable Use

When you access or use the Services provided by Forkis Union Limited, you agree to adhere to the following guidelines and refrain from engaging in any activities that:

- **Violate Laws and Regulations:**
 - You must not use our Services in any manner that violates any applicable local, provincial, national, or international laws or regulations, including but not limited to anti-money laundering (AML), counter-terrorist financing (CTF), sanctions laws, and the Retail Payment Activities Act (RPAA).
 - Any activity involving proceeds of crime, fraud, or illegal activities is strictly prohibited.
- **Engage in Fraudulent Activities:**
 - You are prohibited from using our Services for any deceptive or fraudulent activities, including but not limited to identity theft, phishing schemes, providing false information, or using stolen payment information.
 - Attempting to disguise the origin or nature of funds or assets obtained through illegal means is strictly forbidden.
- **Participate in Money Laundering or Terrorist Financing:**
 - Any activity that may facilitate money laundering, terrorist financing, or other illicit activities is prohibited. This includes using the Forkis Account to transfer, withdraw, or deposit funds linked to such activities.
 - You agree to comply with all requests for information and documentation required for AML and CTF compliance, as well as any due diligence measures implemented by Forkis Union Limited.
- **Engage in Unauthorized Access or Use:**
 - You must not attempt to gain unauthorized access to any part of our Website, Services, or systems, including hacking, password mining, or any other means of unauthorized data access.
 - Using another person's account or credentials without their permission, or impersonating any person or entity, is strictly forbidden.
- **Interfere with Service Operations:**
 - You may not interfere with, disrupt, or attempt to disrupt the integrity or performance of our Services, including introducing viruses, malware, or any other harmful material, or engaging in denial-of-service attacks.
 - You must not use any automated means, such as bots, spiders, or scrapers, to access, monitor, or copy any part of our Website or Services without our explicit written consent.
- **Engage in Prohibited Business Activities:**
 - You may not use our Services to engage in or support any of the prohibited business activities (please refer to our list provided by Forkis Customer Support).
- **Engage in Intellectual Property Violations:**
 - You may not use our Services to infringe upon the intellectual property rights, privacy rights, or any other rights of Forkis Union Limited or any third party. This includes unauthorized use, reproduction, or distribution of copyrighted content, trademarks, or trade secrets.
- **Transmit Unauthorized Advertising or Promotions:**

- You are not permitted to send or facilitate the transmission of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or any other form of solicitation using our Services.
- **Circumvent Security Measures:**
 - You must not attempt to bypass, modify, defeat, or circumvent any security features of our Website, Services, or systems, including any firewalls, encryption mechanisms, or access controls.
 - Any attempt to probe, scan, or test the vulnerability of our systems without our express written consent is prohibited.
- **Use for Unlawful Transactions or Activities:**
 - You are prohibited from using the Forkis Account or our Services to facilitate transactions involving illegal goods or services, bribery, corruption, or any other activity that violates Canadian law or international laws applicable to your transactions.
 - You must not use our Services for any purpose that would result in Forkis Union Limited being in breach of any laws or regulations.
- **Attempt to Mislead or Manipulate:**
 - You may not engage in activities intended to deceive or mislead Forkis Union Limited, including but not limited to providing false, inaccurate, or misleading information during registration, transactions, or interactions with our team.
- **Unauthorized Data Collection:**
 - You must not engage in any form of unauthorized data collection, such as harvesting email addresses, phone numbers, or other contact information, from our Website or Services for the purpose of unsolicited marketing or spamming.

Enforcement and Consequences

Forkis Union Limited reserves the right to monitor, review, and investigate any activity conducted through your Forkis Account. In the event of a suspected violation of these Acceptable Use guidelines, we may take one or more of the following actions:

- **Suspension or Termination of Account:** We reserve the right to suspend, restrict, or terminate your Forkis Account without notice if we believe you have violated these Terms or any applicable laws or regulations.
 - **Reporting to Authorities:** We may report any suspicious or illegal activities to law enforcement, regulatory authorities, or other relevant agencies.
 - **Legal Action:** We may take legal action to recover any damages or losses incurred due to your violation of these Terms.
 - **Forfeiture of Funds:** Any funds associated with illegal or prohibited activities may be subject to forfeiture, and you may be liable for any losses or damages incurred by Forkis Union Limited as a result of your actions.
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6. Your Forkis Account

6.1 Account Usage

- **Purpose:** Your Forkis Account is designed to enable you to hold, send, and receive funds. It serves as a payment account where you can manage your transactions and monitor your balances through our online platform or mobile application.
- **Non-Interest Bearing:** Funds held in your Forkis Account do not earn interest. The account is not a savings or investment account but strictly a payment account for transactional purposes.
- **Transaction Limits:** We may impose daily, weekly, or monthly transaction limits on your Forkis Account for security, risk management, or compliance reasons. These limits may vary based on factors such as your account type, transaction history, and our internal policies.

6.2 Currency Support

- **Supported Currencies:** You may hold and transact in multiple supported currencies. However, please note that certain currencies may be subject to specific restrictions or fees. The list of supported currencies can be found on our Website or by contacting customer support.
- **Currency Conversion:** If you initiate a transaction in a currency different from your Forkis Account balance, currency conversion will be carried out at the prevailing exchange rates offered by Forkis. Currency conversion rates and associated fees will be displayed before you confirm the transaction.

6.3 Deposits and Top-Ups

- **Funding Your Account:** You can fund your Forkis Account through various methods, including bank transfers, wire transfers, and other payment methods supported by us. The availability of funding options may vary depending on your location and the specific funding method chosen.
- **Processing Times:** Deposit processing times may vary depending on the method used. Bank transfers and wire transfers may take several business days to reflect in your account, while other methods may be processed instantly.
- **Deposit Limits:** We may set limits on the minimum or maximum amount you can deposit into your Forkis Account. These limits are subject to change and will be displayed on our Website.

6.4 Withdrawals

- **Withdrawal Requests:** You can request withdrawals from your Forkis Account at any time, subject to the availability of funds and compliance with any applicable withdrawal

limits. Withdrawals can be made to your verified bank account or other payment methods supported by Forkis.

- **Processing Times:** Withdrawal requests will typically be processed within 1 to 3 business days. However, processing times may vary based on the method used, bank policies, and any additional verification requirements.
- **Fees:** Withdrawal fees may apply, and any applicable charges will be displayed before you confirm the withdrawal request.

6.5 Account Ownership and Responsibility

- **Account Ownership:** Your Forkis Account is intended for your personal or business use, and the funds within the account belong solely to the registered account holder. You must not allow anyone to operate your Forkis Account on your behalf without our express written consent.
- **Account Access:** You are responsible for maintaining the confidentiality of your account credentials, including your username, password, and any other security information. Unauthorized access or use of your Forkis Account is strictly prohibited.
- **Authorized Representatives:** If you wish to authorize another person to access or manage your Forkis Account, you must provide us with the necessary documentation and authorization in accordance with our procedures. The authorized representative will be subject to the same terms and conditions as you.

6.6 Compliance with AML/KYC Requirements

- **Identity Verification:** To comply with anti-money laundering (AML) and know your customer (KYC) regulations, we may require you to provide certain identification documents, such as a government-issued ID, proof of address, or business registration documents. Failure to provide accurate and up-to-date information may result in the suspension or termination of your Forkis Account.
- **Ongoing Monitoring:** We may conduct ongoing monitoring of your account activity to ensure compliance with AML/KYC requirements. This includes reviewing transaction patterns, verifying the source of funds, and identifying any suspicious activity.
- **Reporting Obligations:** As a regulated entity, Forkis Union Limited is required to report certain transactions to regulatory authorities. By using our services, you consent to such reporting and agree to cooperate with any requests for information or documentation.

6.7 Account Security

- **Two-Factor Authentication (2FA):** We require you to enable two-factor authentication (2FA) to enhance the security of your Forkis Account. 2FA adds an additional layer of security by requiring you to enter a unique code sent to your mobile device or email in addition to your password.

- **Security Alerts:** We will send you security alerts regarding any unusual or suspicious activity on your account. It is your responsibility to monitor these alerts and notify us immediately if you suspect any unauthorized access or activity.

6.8 Account Suspension and Termination

- **Suspension:** We reserve the right to suspend your Forkis Account at any time if we suspect fraudulent activity, non-compliance with these Terms of Use, or if required by law or regulatory authorities. During the suspension period, you may be restricted from accessing your account or carrying out transactions.
- **Termination:** Your Forkis Account may be terminated if you violate these Terms of Use, engage in prohibited activities, or fail to comply with applicable laws and regulations, including RPAA requirements. Upon termination, you will be notified, and any remaining funds in your account will be returned to you, subject to the completion of any necessary checks or investigations.
- **Inactive Accounts:** If your Forkis Account remains inactive for an extended period (e.g., 3 months or more), we may classify it as dormant and charge an administrative fee as specified in our fee schedule. Inactive accounts may be reactivated upon your request, subject to compliance with our verification procedures.

6.9 Prohibited Activities

You agree not to use your Forkis Account for any activities that:

- Involve illegal, fraudulent, or unauthorized transactions.
- Violate any applicable laws or regulations, including RPAA.
- Facilitate money laundering, terrorist financing, or other illicit activities.
- Involve the sale or purchase of prohibited goods or services, including those related to illegal drugs, firearms, or counterfeit products.
- Engage in high-risk financial transactions that are inconsistent with your normal business or personal activities.

6.10 Notifications and Communication

- **Electronic Communication:** By using your Forkis Account, you consent to receive electronic communications from us, including notifications, alerts, and updates regarding your account activity, transactions, and changes to these Terms of Use.
- **Contact Information:** It is your responsibility to ensure that your contact information is accurate and up to date. Failure to receive notifications due to incorrect contact details will not exempt you from any obligations or liabilities under these Terms.

6.11 Dispute Resolution

If you believe that an unauthorized or incorrect transaction has occurred in your Forkis Account, you must notify us immediately. We will investigate the matter and take appropriate action in accordance with our dispute resolution procedures.

- **Chargebacks and Reversals:** You may be liable for any chargebacks, reversals, or disputes initiated by third parties in connection with transactions involving your Forkis Account. We reserve the right to recover any associated fees, costs, or losses from your account balance.

7. Scope of Services

Under these Terms of Use and in compliance with the Retail Payment Activities Act (RPAA) and other applicable regulations, Forkis Union Limited offers the following services through its Website and Mobile App:

- **Account Management Services**
 - **Account Opening:** We provide clients with the ability to open a Forkis Account that enables them to manage funds securely. Clients must complete our onboarding and KYC (Know Your Customer) procedures to activate their accounts.
 - **Account Maintenance:** Clients can monitor, manage, and control their funds through the online platform, including viewing transaction history, downloading statements, and updating personal or company information.
 - **Balance Management:** Clients can maintain funds in their accounts in various supported currencies, subject to applicable limits and regulatory compliance.
- **Money Remittance and Transfer Services**
 - **Domestic Transfers:** Clients can transfer funds to other Forkis Account holders within Canada, ensuring fast and secure transactions for personal or business needs.
 - **International Transfers (Cross-border Payments):** Our platform enables clients to transfer funds internationally in supported currencies. These transactions are executed through the SWIFT or other networks and are subject to international payment processing times and fees.
 - **Payout Services:** Through our payout service, clients can facilitate payouts to multiple recipients, such as vendors, employees, or other beneficiaries, both domestically and internationally.
- **Currency Exchange Services**
 - **Foreign Exchange:** We offer competitive currency exchange rates for clients who need to convert funds from one currency to another. This service supports the transfer of funds in different currencies, ensuring seamless international payments.

- **Real-time Exchange Rates:** Clients have access to live exchange rates for various currencies directly through their Forkis Account, enabling them to make informed decisions before executing currency conversions.
 - **Compliance and Regulatory Reporting**
 - **KYC and AML Procedures:** We implement robust Know Your Customer (KYC) and Anti-Money Laundering (AML) checks in compliance with RPAA, FINTRAC, and other applicable regulations. These procedures help us verify client identities, monitor transactions, and prevent fraudulent or illicit activities.
 - **Transaction Monitoring and Reporting:** All transactions conducted through the Forkis platform are monitored in real time for suspicious activities. Reports are generated in compliance with regulatory requirements and may be submitted to FINTRAC or other relevant authorities as needed.
 - **Client Support and Information Services**
 - **Customer Assistance:** We offer dedicated customer support services to assist clients with any inquiries or issues related to their Forkis Account. Support is available through multiple channels, including phone, email, and live chat.
 - **Educational Resources:** Clients have access to educational materials, FAQs, and guidance on using the Forkis platform, managing accounts, conducting transactions, and understanding applicable fees and policies.
 - **Data and Transactional Security Services**
 - **Data Protection:** Forkis Union Limited provides clients with industry-standard data protection measures to secure personal and financial information, adhering to PIPEDA (Personal Information Protection and Electronic Documents Act) and RPAA requirements.
 - **Fraud Prevention:** Advanced fraud detection systems are integrated into our platform, helping to identify and prevent unauthorized transactions, account takeovers, and other potential security threats.
 - **Record-Keeping and Account Statements**
 - **Transaction Records:** We maintain accurate records of all transactions made through the Forkis platform. Clients can access detailed transaction histories, download monthly statements, and generate reports as needed for financial tracking and accounting purposes.
 - **Reconciliation Services:** We ensure all transactions are reconciled accurately, and discrepancies are addressed promptly, ensuring clients have a reliable and transparent view of their account activity.
 - **Notifications and Alerts**
 - **Transaction Alerts:** Clients receive real-time notifications of all account activities, including transactions, logins, withdrawals, deposits, and other actions taken on their accounts.
 - **Account Security Alerts:** In the event of suspicious activity or potential security breaches, clients are immediately alerted to take appropriate action, such as changing their password or contacting support.
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8. Website Disclaimer

- **General Information Only:** The information provided on the Website, Mobile App, and all related services is for general information purposes only. While Forkis Union Limited endeavors to keep the information up-to-date and accurate, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability of the Website's content, including text, graphics, links, or any other material.
- **No Financial or Legal Advice:** The content available on the Website is not intended to constitute financial, investment, legal, or other professional advice. Clients should not rely on the information on the Website as a substitute for professional advice, and you are encouraged to consult with appropriate experts or advisors before making any financial or legal decisions based on the information provided.
- **Third-Party Content:** The Website may contain links to third-party websites, content, or resources, which are provided solely for your convenience. We do not endorse, guarantee, or assume responsibility for the accuracy, reliability, or legality of any information, products, or services provided by third parties through these links. Accessing third-party websites is done at your own risk, and you should review the terms and conditions and privacy policies of any third-party sites before engaging with their content or services.
- **Availability and Interruptions:** We strive to maintain uninterrupted access to the Website and our services, but we do not guarantee that the Website or any content will always be available, error-free, or operate without disruptions. Access to the Website may be temporarily unavailable due to scheduled maintenance, updates, technical issues, or circumstances beyond our control. Forkis Union Limited will not be liable for any loss, inconvenience, or damage caused by such interruptions or unavailability.
- **Changes to Information:** Forkis Union Limited reserves the right to modify, update, or remove any information, services, or content on the Website at any time without prior notice. While we strive to ensure accuracy, it is your responsibility to review the information on the Website periodically and verify any details before making decisions based on the content.
- **No Liability for Damages:** Under no circumstances shall Forkis Union Limited, its directors, employees, agents, or affiliates be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of data, profits, revenue, business opportunities, or goodwill, arising out of or in connection with your use of the Website, the inability to access the Website, or any reliance on the information presented, even if we have been advised of the possibility of such damages.
- **User Responsibility:** It is your responsibility to ensure that your use of the Website complies with applicable laws and regulations. You acknowledge that any reliance on information obtained from the Website or its services is at your own risk, and Forkis Union Limited disclaims any liability arising from such reliance.
- **Disclaimer of Warranties:** Forkis Union Limited expressly disclaims all warranties, whether express or implied, including but not limited to warranties of merchantability,

fitness for a particular purpose, non-infringement, or that the Website will meet your requirements, be secure, or be error-free.

9. Changes to These Terms

- **Right to Modify:** Forkis Union Limited ("Forkis") reserves the right to change, modify, update, or amend these Terms of Use at any time. Any changes will be made at our sole discretion to reflect changes in our business practices, legal requirements, or for other reasons deemed necessary by us.
 - **Notification of Changes:** We will notify you of any significant changes to these Terms of Use by:
 - Posting the updated Terms on our Website;
 - Sending a notification via email to the address associated with your Forkis Account.
 - **Effective Date:** Any modifications to these Terms of Use will become effective immediately upon posting on the Website unless otherwise specified. The "Last Updated" date at the bottom of these Terms will indicate when the latest changes were made.
 - **Your Responsibility:** It is your responsibility to regularly check the Website and your registered email for any updates to these Terms. By continuing to use the Website, Mobile App, or any of our services after the changes have been posted, you confirm your acceptance of the modified Terms.
 - **Right to Terminate or Restrict Access:** If you do not agree with the revised Terms, you must immediately stop using the Website, Mobile App, and any services provided by us. In such cases, you have the right to close your Forkis Account in accordance with our account closure procedures. Failure to do so may result in restrictions, suspension, or termination of your access to the services.
 - **Amendments for Regulatory Compliance:** In certain circumstances, we may be required to amend these Terms of Use to comply with changes in applicable laws, regulations, or guidelines, including those related to RPAA or any other Canadian regulatory authorities. Such amendments will take immediate effect to ensure compliance with the law, and we will endeavor to notify you as promptly as possible.
 - **Access to Previous Versions:** You have the right to access previous versions of these Terms of Use upon request. If you require access to an earlier version, please contact us at support@forkisunion.com, and we will provide a copy for your records.
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10. Accessing the Website

- **Website Availability**
 - **Service Interruptions:** While we strive to ensure that the Website, Mobile App, and related services are available at all times, there may be occasions when

access is interrupted or limited due to maintenance, upgrades, technical issues, or factors beyond our control. We are not liable for any interruptions or downtime, and you agree that you may not hold us responsible for such occurrences.

- **Maintenance Notifications:** We will make reasonable efforts to notify clients in advance of scheduled maintenance that might impact access to the Website or services. Notifications will be provided via email, website announcements, or in-app alerts.
- **Right to Modify or Terminate Access**
 - **Modification or Suspension:** Forkis reserves the right to modify, suspend, or terminate access to the Website, Mobile App, or any part of the services at any time without notice. Such modifications may include changes to features, functionality, or the introduction of new policies or guidelines.
 - **Service Termination:** We may terminate or restrict access to your Forkis Account and the Website if we suspect any unauthorized, fraudulent, or illegal activity, or if you breach any of these Terms of Use, applicable laws, or regulations. We may also terminate access for inactive accounts or accounts with prolonged periods of inactivity as specified in our policy.
- **Security and Unauthorized Access**
 - **Client Responsibility:** You are responsible for ensuring that your access credentials, such as passwords and authentication codes, remain secure and confidential. You must take appropriate measures to prevent unauthorized access to your Forkis Account and promptly notify us of any unauthorized use or suspected security breaches.
 - **Access through Secure Channels:** We recommend accessing the Website and Mobile App only through secure and trusted internet connections. Avoid using public or unsecured Wi-Fi networks to protect your sensitive data from potential security threats.
- **Compliance with Local Laws and Regulations**
 - **Access from Outside Canada:** While our services are designed for clients residing in Canada, we recognize that clients may access the Website from outside Canada. You acknowledge and agree that accessing the Website from outside of Canada is at your own risk, and you are solely responsible for compliance with all applicable local laws and regulations in the country from which you access the Website.
 - **Prohibited Jurisdictions:** Access to our Website, Mobile App, or services may be restricted from certain jurisdictions due to legal, regulatory, or compliance reasons. If you are located in a jurisdiction where our services are prohibited, you agree not to access or use the Website or any services provided by Forkis. We reserve the right to block or restrict access from such jurisdictions without prior notice.
- **User Equipment and Connectivity**
 - **Technical Requirements:** It is your responsibility to ensure that you have the necessary equipment (e.g., computer, smartphone, internet connection) and

software required to access and use the Website, Mobile App, and services. We are not responsible for any issues related to your equipment, software, or internet connectivity.

- **Software Updates:** To ensure optimal performance, we may require you to download and install updates or new versions of the Mobile App. Failure to install the latest updates may result in limited functionality or inability to access certain services.
 - **Client Responsibility and Monitoring**
 - **Monitoring Access:** You are responsible for all activities conducted under your account, even if access was granted to third parties. It is your duty to regularly monitor account activity and report any suspicious or unauthorized actions immediately.
 - **Compliance Monitoring:** Forkis reserves the right to monitor access to the Website, Mobile App, and all related services for compliance, security, and regulatory purposes, including ensuring adherence to RPAA guidelines. This may include tracking usage patterns, logging access attempts, and reviewing activities associated with your account.
 - **Consequences of Misuse**
 - **Account Suspension or Termination:** Unauthorized, illegal, or non-compliant access or use of the Website, Mobile App, or services may result in immediate suspension or termination of your account, in addition to any legal actions we may pursue.
 - **Reporting and Legal Action:** In cases of suspected fraudulent or unlawful activity, we reserve the right to report such actions to relevant law enforcement, regulatory authorities, or financial institutions, as required under RPAA and other applicable laws.
 - **Recovery of Costs:** Any costs or fees incurred by Forkis in investigating or addressing prohibited activities may be charged to your account, and we may deduct such amounts directly from your account balance.
 - **Liability for Access Issues**
 - **No Guarantees:** While we endeavor to maintain uninterrupted access to the Website and Mobile App, Forkis makes no guarantees or representations regarding the availability, reliability, or functionality of access. You agree that any reliance on the availability of the Website is at your own risk.
 - **Liability Limitations:** Forkis shall not be held liable for any loss, damage, or inconvenience you may suffer as a result of being unable to access the Website, Mobile App, or services due to technical issues, maintenance, or factors beyond our control.
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11. Account Registration

- **Accurate Information:**
 - You must provide complete, accurate, and truthful information during the registration process, including your full legal name, residential address, date of birth, and any other information we may request to verify your identity.
 - If registering on behalf of a legal entity, you must provide accurate company information, such as your registered business name, registration number, address, and proof of authority to act on behalf of the entity.
- **Verification Process:**
 - As part of our commitment to comply with KYC (Know Your Customer) and AML (Anti-Money Laundering) regulations, we may request supporting documentation to verify your identity and address. This may include a government-issued photo ID, proof of residence, or company documents (e.g., Articles of Incorporation, Certificate of Good Standing).
 - We use automated and manual verification processes to validate the information you provide. Your access to certain services may be restricted until the verification process is complete.
- **Use of Account:**
 - You are solely responsible for maintaining the confidentiality of your Forkis Account login credentials, including your username and password.
 - You agree that all activities carried out under your Forkis Account are your responsibility. You must immediately notify us if you suspect unauthorized access or any breach of your account's security.
- **Single Account Policy:**
 - Each individual or legal entity may register only one Forkis Account, unless otherwise authorized by us in writing. Creating multiple accounts without authorization may result in suspension or termination of all associated accounts.
- **Changes to Registration Information:**
 - You are required to promptly update your account information if there are any changes to your personal or business details. Failure to keep your information up to date may result in restricted access to our services or the suspension of your account.
 - We reserve the right to request additional documentation to verify any changes made to your account information.
- **Client Due Diligence:**
 - By registering for a Forkis Account, you agree to undergo our client due diligence (CDD) checks as mandated by Canadian law and the RPAA. This may involve periodic reviews of your account information and transactional activity.
 - We may request additional documentation or information to confirm your identity, source of funds, or business activities as part of our ongoing compliance obligations.
- **Account Review and Monitoring:**

- We actively monitor accounts and transactions for suspicious activity to comply with AML and counter-terrorism financing regulations. If your account activity raises any red flags, we may temporarily suspend your account and request additional information or documentation.
 - Failure to provide the requested information within a specified time frame may result in account suspension or termination, and any remaining funds may be subject to investigation by regulatory authorities.
 - **Restricted and Prohibited Persons:**
 - By registering for a Forkis Account, you confirm that you are not subject to any international sanctions or restrictions and that you are not a Politically Exposed Person (PEP) unless this information has been fully disclosed to us.
 - If you are a PEP or have any affiliations with a sanctioned entity, you must provide complete details, and your account will be subject to enhanced due diligence checks.
 - **Consent for Background Checks:**
 - By registering, you consent to Forkis conducting background checks, credit checks, and other investigations as deemed necessary to verify your identity, financial history, and compliance with AML regulations.
 - These checks may be carried out periodically and may involve third-party verification agencies.
 - **Suspension or Refusal of Registration:**
 - Forkis reserves the right to suspend, refuse, or terminate your registration if we discover any discrepancies, inaccuracies, or falsehoods in the information you provide, or if your activities violate our Terms of Use, RPAA regulations, or any applicable laws.
 - We may refuse to open an account for you or may close your existing account without providing a reason if we deem it necessary to comply with regulatory obligations or to protect our business interests.
 - **Digital Signature and Acceptance:**
 - By clicking "Create Account," you acknowledge that your electronic acceptance of these Terms of Use is legally binding and has the same effect as a handwritten signature.
 - You agree that all agreements, notices, disclosures, and other communications we provide to you electronically meet any legal requirements that such communications be in writing.
 - **Data Protection and Privacy:**
 - The information you provide during the registration process will be handled in accordance with our Privacy Policy and PIPEDA (Personal Information Protection and Electronic Documents Act). We take all reasonable measures to ensure that your personal information is secure and protected from unauthorized access.
 - By registering for a Forkis Account, you consent to the collection, use, and storage of your data for compliance and operational purposes.
-

12. Fees and Payments

- **Fee Structure:** You must pay fees in connection with the use of our Services. These fees are outlined in the Tariffs available after signing up and account verification. All fees are displayed in a transparent manner, as required under the Retail Payment Activities Act (RPAA), ensuring you are aware of any charges before you engage in services.
- **Additional Fees for Extra Services and Third-Party Charges:** In addition to the regular rates shown in your account, there are additional fees for extra services and/or charges that may be incurred due to activities that are not usual or regular. These additional rates are not listed in the standard fee schedule but are available upon special request.

Unusual or non-standard activities refer to actions or transactions that fall outside the scope of normal use of our services. These may include, but are not limited to:

- **High-frequency transactions:** Performing an unusually high number of transactions within a short period, especially if this activity is inconsistent with your normal usage patterns.
- **Large or high-value transactions:** Conducting transactions that are significantly larger in size or value than your typical transactions.
- **Complex transactions:** Engaging in transactions that require additional manual processing, review, or investigation by our team or third parties, such as those involving multiple currencies, cross-border payments with additional compliance checks, or transactions flagged for potential fraud.
- **Uncommon requests:** Making specific or uncommon requests that require us to perform additional services or obtain documentation from third parties, such as issuing reference letters, investigating payment disputes, or providing detailed transaction histories.

These extra fees may be billed to you and automatically deducted from your Forkis account without requiring your separate consent. These services include, but are not limited to, the following:

- Fee for Refunding Unsuccessful Payments
- Fee for SWIFT Transfer Revocation
- Fee for SEPA Transfer Revocation
- Client-Requested Account Closure Fee
- Account Termination Fee (for Significant Terms and Conditions Violation)
- Issuance of Reference Letters by Forkis
- Issuance of Reference Letters by Correspondent Banks
- Administrative Fee for Dormant Accounts (inactive for over 3 months)
- Fee for Reactivating Inactive Accounts
- Fee for Payment Investigation, Data Gathering, and/or Recall
- SWIFT Transfer Confirmation Fee

- Non-Compliance Fee (charged if information, documents, or required actions are not provided within 7 working days)
- Profile Correction due to the Change of UBO(s)
- Profile Correction due to the Change in Company Documents

These extra fees will be billed to you and may be automatically deducted from your Forkis account in accordance with your consent provided during the account registration process. We ensure that all deductions comply with RPAA requirements for informed consent.

- **Deductions:** We are authorized to deduct any applicable fees, including those for extra services and third-party charges, directly from your Forkis Account. If your account lacks sufficient funds to cover these amounts, we may refuse to execute the relevant transaction or provide the associated services.
- **Changes to Fees:** Forkis reserves the right to update or modify fees and charges. Any changes will be communicated to you at least 30 days in advance, in accordance with RPAA requirements.

13. Prohibition of Use

You agree not to use the Website, Mobile App, or any Services offered by Forkis in any manner that:

- **Violates Any Laws or Regulations:**
 - You must not use our Services in any manner that violates any applicable local, provincial, national, or international laws or regulations, including but not limited to anti-money laundering (AML), counter-terrorist financing (CTF), sanctions laws, and the Retail Payment Activities Act (RPAA).
 - Any activity involving proceeds of crime, fraud, or illegal activities is strictly prohibited.
- **Engage in Fraudulent Activities:**
 - You are prohibited from using our Services for any deceptive or fraudulent activities, including but not limited to identity theft, phishing schemes, providing false information, or using stolen payment information.
 - Attempting to disguise the origin or nature of funds or assets obtained through illegal means is strictly forbidden.
- **Participate in Money Laundering or Terrorist Financing:**
 - Any activity that may facilitate money laundering, terrorist financing, or other illicit activities is prohibited. This includes using the Forkis Account to transfer, withdraw, or deposit funds linked to such activities.

- You agree to comply with all requests for information and documentation required for AML and CTF compliance, as well as any due diligence measures implemented by Forkis.
- **Engage in Unauthorized Access or Use:**
 - You must not attempt to gain unauthorized access to any part of our Website, Services, or systems, including hacking, password mining, or any other means of unauthorized data access.
 - Using another person's account or credentials without their permission, or impersonating any person or entity, is strictly forbidden.
- **Interfere with Service Operations:**
 - You may not interfere with, disrupt, or attempt to disrupt the integrity or performance of our Services, including introducing viruses, malware, or any other harmful material, or engaging in denial-of-service attacks.
 - You must not use any automated means, such as bots, spiders, or scrapers, to access, monitor, or copy any part of our Website or Services without our explicit written consent.
- **Engage in Prohibited Business Activities:**
 - You may not use our Services to engage in or support any of the prohibited business activities. (Please contact Forkis Customer Support for a comprehensive list of prohibited activities.)
- **Engage in Intellectual Property Violations:**
 - You may not use our Services to infringe upon the intellectual property rights, privacy rights, or any other rights of Forkis or any third party. This includes unauthorized use, reproduction, or distribution of copyrighted content, trademarks, or trade secrets.
- **Transmit Unauthorized Advertising or Promotions:**
 - You are not permitted to send or facilitate the transmission of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or any other form of solicitation using our Services.
- **Circumvent Security Measures:**
 - You must not attempt to bypass, modify, defeat, or circumvent any security features of our Website, Services, or systems, including any firewalls, encryption mechanisms, or access controls.
 - Any attempt to probe, scan, or test the vulnerability of our systems without our express written consent is prohibited.
- **Use for Unlawful Transactions or Activities:**
 - You are prohibited from using the Forkis Account or our Services to facilitate transactions involving illegal goods or services, bribery, corruption, or any other activity that violates Canadian law or international laws applicable to your transactions.
 - You must not use our Services for any purpose that would result in Forkis being in breach of any laws or regulations.
- **Attempt to Mislead or Manipulate:**

- You may not engage in activities intended to deceive or mislead Forkis, including but not limited to providing false, inaccurate, or misleading information during registration, transactions, or interactions with our team.
- **Unauthorized Data Collection:**
 - You must not engage in any form of unauthorized data collection, such as harvesting email addresses, phone numbers, or other contact information, from our Website or Services for the purpose of unsolicited marketing or spamming.

Consequences of Prohibited Use:

If Forkis determines, in its sole discretion, that you have engaged in any of the prohibited activities outlined above, we reserve the right to take any or all of the following actions:

- **Immediate Account Suspension or Termination:** We may suspend or terminate your Forkis Account without prior notice.
 - **Investigation and Reporting:** We may investigate the prohibited activities and report them to appropriate law enforcement, regulatory agencies, or third parties as required by law.
 - **Legal Action:** We reserve the right to pursue legal action against you to recover damages, enforce these Terms of Use, or protect the rights and interests of Forkis and its clients.
 - **Recovery of Costs:** Any costs or fees incurred by Forkis in investigating or addressing prohibited activities may be charged to your account, and we may deduct such amounts directly from your account balance.
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14. Account Security

- **Client Responsibilities:**
 - **Confidentiality:** You are responsible for maintaining the confidentiality of your Forkis Account login credentials, including your username, password, and any other security information. Do not share your credentials with anyone, and ensure that they remain secure at all times.
 - **Unauthorized Access:** Notify us immediately if you suspect or become aware of any unauthorized access to your Forkis Account or any other breach of security. You should take immediate action to change your password and secure your account.
 - **Password Management:** Choose a strong and unique password for your Forkis Account. We recommend updating your password regularly and avoiding the use of easily guessable information, such as birthdates, simple sequences, or common words.
- **Security Measures Implemented by Forkis:**

- **Encryption:** We use industry-standard AES-256-bit encryption to protect your personal and financial information during transmission and storage, ensuring that your data is secure from unauthorized access.
- **Two-Factor Authentication (2FA):** To enhance security, we require two-factor authentication (2FA) for accessing your Forkis Account. Clients must use a secondary authentication method, such as a one-time password (OTP) sent to their registered email or mobile device, or an authentication app (e.g., Google Authenticator) to access their account or perform high-risk transactions.
- **Real-Time Monitoring:** Our systems employ real-time monitoring to detect and prevent unauthorized access, suspicious activities, and fraudulent transactions. Any unusual activity will trigger an alert, and in some cases, temporary account suspension for further investigation.
- **Automatic Logouts:** For your security, we implement automatic logout sessions after periods of inactivity. This minimizes the risk of unauthorized access if your device is left unattended.
- **IP Address Monitoring:** We monitor IP addresses from which account logins occur to detect unusual patterns, such as access from unknown locations or devices, which could indicate unauthorized access.
- **Additional Security Procedures:**
 - **Login Notifications:** You will receive email notifications whenever your account is accessed from a new device or location. This helps you stay informed about any potential unauthorized access.
 - **Device Authorization:** When you log in from a new device, you may be required to complete an additional verification process to ensure that the device is authorized for future access. This measure helps protect your account from unauthorized use.
 - **Transaction Limits:** For enhanced security, we may impose transaction limits on your Forkis Account, particularly for high-value or unusual transactions. These limits can be adjusted based on your account history, verification level, and transaction patterns.
 - **Account Lock:** Multiple failed login attempts will result in temporary account lockout. This measure protects against brute-force attacks and ensures that only authorized users can access the account.
- **Reporting Security Concerns:**
 - **Immediate Action:** If you suspect any fraudulent activity or unauthorized access to your Forkis Account, contact our support team immediately at support@forkisunion.com or through the contact information provided on our Website. We will investigate the matter promptly and take appropriate action to secure your account.
 - **Fraudulent Transactions:** In cases of suspected fraudulent transactions, we may temporarily suspend your account to prevent further unauthorized activities. You may be required to provide additional information or documentation to verify your identity before your account is reactivated.
- **Liability and Risk Management:**

- **Client Liability:** You are liable for any losses resulting from unauthorized transactions if you fail to take reasonable steps to protect your account information, such as sharing your password or failing to notify us of a potential breach.
- **Forkis Liability:** We are committed to maintaining the highest security standards and will be liable for losses resulting directly from breaches of our systems or failure to implement adequate security measures.
- **Security Updates and Education:**
 - **Regular Security Updates:** We continually update our security protocols and systems to protect against emerging threats and vulnerabilities. Clients will be notified of any major security changes that may affect their account.
 - **Security Awareness:** We provide educational resources and guidelines to help you understand best practices for maintaining your account's security, such as recognizing phishing attempts, avoiding public Wi-Fi for sensitive transactions, and using strong passwords.

15. Privacy Notice

Your privacy is important to us. This Privacy Notice explains how Forkis Union Limited ("Forkis") collects, uses, discloses, stores, and protects your personal information in compliance with the Retail Payment Activities Act (RPAA), the Personal Information Protection and Electronic Documents Act (PIPEDA), and other applicable privacy laws and regulations.

15.1. Information We Collect

We may collect the following types of personal information from you:

- **Identification Information:** Name, date of birth, gender, and government-issued identification (e.g., passport, driver's license).
- **Contact Information:** Email address, telephone number, physical address, and other contact details.
- **Financial Information:** Bank account details, transaction history, payment card information, and other financial data.
- **KYC/AML Information:** Documents required for compliance with Know Your Customer (KYC) and Anti-Money Laundering (AML) regulations.
- **Technical Information:** IP address, browser type, device identifiers, and usage data collected through cookies and similar technologies when you access our Website or Mobile App.
- **Communication Data:** Records of your correspondence with us, including emails, chat messages, and phone call recordings.
- **Geolocation Data:** Information about your location when you use our services, as permitted by law.

15.2. How We Use Your Information

We use your personal information for the following purposes:

- **To Provide Services:** To create and manage your Forkis Account, process transactions, perform currency exchanges, and offer other related services.
- **Compliance and Regulatory Requirements:** To comply with RPAA, FINTRAC, and other legal obligations, including AML/KYC checks, fraud prevention, and record-keeping.
- **Customer Support:** To provide customer service, respond to inquiries, process refunds, and resolve disputes.
- **Marketing and Communication:** To send you promotional offers, newsletters, and updates about our services (with your consent where required).
- **Service Improvement:** To improve our Website, Mobile App, and services through analytics and feedback.
- **Security and Fraud Prevention:** To protect against unauthorized access, monitor for suspicious activities, and prevent fraud or other illegal activities.

15.3. Sharing Your Information

We may share your personal information with the following parties:

- **Service Providers:** Third-party service providers who assist us in delivering our services, including payment processors, customer support, IT services, marketing agencies, and data analytics providers.
- **Regulatory Authorities:** Regulatory bodies, law enforcement agencies, and government authorities as required by law, including for compliance with RPAA, FINTRAC reporting, and AML obligations.
- **Affiliates:** Our affiliates and subsidiaries for operational, compliance, and marketing purposes.
- **Business Transfers:** In the event of a merger, acquisition, or sale of all or a portion of our assets, your personal information may be transferred as part of the transaction.

We ensure that any third parties with whom we share your personal information maintain appropriate privacy and security measures in accordance with applicable laws.

15.4. Your Rights and Choices

You have the following rights regarding your personal information:

- **Access:** You can request access to your personal information and obtain a copy of the data we hold about you.
- **Correction:** You have the right to request corrections to any inaccurate or incomplete personal information.

- **Deletion:** You may request the deletion of your personal information, subject to our legal and regulatory obligations.
- **Withdraw Consent:** Where you have provided consent for processing, you may withdraw your consent at any time (note that this may affect our ability to provide services to you).
- **Object to Processing:** You may object to the processing of your personal information for direct marketing or other legitimate interests.

To exercise these rights, you can contact us using the information provided in the "Contact Information" section. We will respond to your request within the timeframes required by law.

15.5. Data Retention and Security

- **Retention Period:** We retain your personal information only as long as necessary for the purposes for which it was collected or as required by law, regulatory obligations, or legitimate business needs. Typically, we retain financial and transaction records for a minimum of five (5) years, in compliance with AML and FINTRAC requirements.
- **Security Measures:** We implement industry-standard security measures, including encryption, firewalls, secure access controls, and regular audits, to protect your personal information from unauthorized access, disclosure, alteration, or destruction.

15.6. International Data Transfers

- **Data Transfer Outside Canada:** Your personal information may be transferred to, stored, or processed in a country other than Canada, including countries that may have different data protection laws. When transferring data internationally, we ensure that appropriate safeguards are in place, such as data transfer agreements or adherence to privacy frameworks that provide adequate protection.

15.7. Cookies and Tracking Technologies

- **Cookies:** Our Website and Mobile App use cookies and similar technologies to collect information about your usage patterns, improve our services, and provide personalized experiences. You can manage your cookie preferences through your browser settings.
- **Analytics:** We may use third-party analytics tools (e.g., Google Analytics) to analyze website traffic and user behavior. These tools may collect information about your interactions with our Website and Mobile App.

15.8. Marketing Communications

- **Direct Marketing:** We may send you marketing and promotional messages about our services if you have consented to receive them. You can opt-out of marketing communications at any time by following the unsubscribe instructions provided in our emails or contacting us directly.

- **Targeted Advertising:** We may use your information to deliver personalized advertisements based on your interests and preferences.

15.9. Changes to the Privacy Notice

We may update this Privacy Notice periodically to reflect changes in our practices, legal requirements, or services. We will notify you of any significant changes by posting the updated version on our Website or through other communication channels. Your continued use of our services after the changes take effect constitutes your acceptance of the updated Privacy Notice.

15.10. Contact Information

If you have any questions, concerns, or requests regarding this Privacy Notice or our data protection practices, please contact us at:

- **Email:** privacy@forkisunion.com
- **Address:** [Insert Registered Office Address], [City], [Province], Canada, [Postal Code]
- **Phone:** As provided on our Website

For residents of California or the European Union, you may have additional rights under the California Consumer Privacy Act (CCPA) or the General Data Protection Regulation (GDPR). Please refer to our Privacy Policy for more details on these rights.

16. Trademarks and Intellectual Property Rights

16.1. Ownership of Intellectual Property

All intellectual property rights in and to the Website, Mobile App, and any related services, including but not limited to software, source code, databases, designs, graphics, text, photographs, audio, video, trademarks, logos, domain names, trade names, trade secrets, know-how, and any other content or materials available on or through the Website ("Intellectual Property"), are owned by or licensed to Forkis Union Limited and are protected by Canadian and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

16.2. Trademark Ownership

The name "Forkis," as well as all related names, logos, product and service names, designs, and slogans, are trademarks of Forkis Union Limited. You may not use such marks without prior

written authorization from Forkis. Unauthorized use of any of our trademarks is strictly prohibited and may constitute a violation of trademark laws.

16.3. License and Permitted Use

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use our Website, Mobile App, and related services solely for personal, non-commercial purposes and in accordance with these Terms of Use.

This license does not include any right to:

- Modify, adapt, translate, or create derivative works from the Website or any related materials;
- Copy, reproduce, republish, download, post, display, transmit, distribute, or exploit any portion of the Website or Intellectual Property without our prior written consent;
- Use any trademarks, service marks, trade dress, or other Intellectual Property owned by Forkis without express written permission.

16.4. Prohibited Use

You are strictly prohibited from:

- Removing, altering, or obscuring any copyright, trademark, or other proprietary rights notices appearing on the Website or any materials provided through the services;
- Reverse engineering, decompiling, disassembling, or attempting to discover the source code or algorithms used in any aspect of the Website, Mobile App, or services;
- Using any automated system, software, or device to access, copy, or monitor the Website or any content without our express written consent;
- Using our Intellectual Property in a manner that could cause confusion among clients, mislead them into thinking that you are associated with, endorsed by, or otherwise connected with Forkis.

16.5. Reporting Infringement

If you believe that any content on our Website infringes upon your intellectual property rights, please notify us promptly by contacting us at privacy@forkisunion.com. Your notice should include:

- A description of the intellectual property rights you believe have been infringed;
- A description of where the allegedly infringing material is located on the Website;
- Your contact information, including name, address, telephone number, and email address;
- A statement that you have a good faith belief that the use of the content is not authorized by the intellectual property rights owner, its agent, or the law;

- A statement, under penalty of perjury, that the information provided in your notice is accurate and that you are the intellectual property rights owner or authorized to act on their behalf.

16.6. Reservation of Rights

All rights not expressly granted to you in these Terms of Use are reserved by Forkis Union Limited. Any unauthorized use of the Website, Mobile App, services, or our Intellectual Property terminates the license granted to you under these Terms of Use and may result in legal action.

16.7. Third-Party Intellectual Property

The Website may contain content that is owned by third parties. All third-party trademarks, service marks, logos, and copyrights are the property of their respective owners, and you must obtain permission from these owners to use such materials.

Your use of any third-party Intellectual Property available through our Website does not grant you any ownership rights in or to such Intellectual Property.

16.8. Updates and Modifications

We reserve the right to update, modify, or remove any content, features, or functionality of our Website and services at any time without notice. Such changes may include updates to the Intellectual Property displayed or accessible through our platform.

16.9. Protection and Enforcement

Forkis Union Limited will actively enforce its intellectual property rights to the fullest extent of the law, including by seeking injunctive relief, damages, and legal costs. Unauthorized use of any Intellectual Property, including trademarks and copyrighted materials, may result in legal action.

16.10. Feedback and Suggestions

Any feedback, suggestions, or ideas you provide to us regarding the Website, Mobile App, or our services shall become our exclusive property. We are entitled to use, disclose, reproduce, and distribute any feedback provided by you without restriction or obligation to compensate you.

17. Linking and Third-Party Services

17.1. Linking to Our Website

- **Permission to Link:** You may link to our Website, provided you do so in a way that is fair, legal, and does not damage our reputation or take advantage of it. Any link should not suggest any form of association, approval, or endorsement by Forkis unless explicitly agreed upon in writing.
- **Prohibited Links:** You must not establish a link to our Website in any website that is not owned by you or in any website that promotes illegal, unethical, or unauthorized activities. We reserve the right to withdraw linking permission without notice.

17.2. Links to Third-Party Websites

- **External Links Provided by Us:** Our Website may contain links to third-party websites or services for your convenience and information. These links do not constitute an endorsement, sponsorship, or recommendation of the third parties or their products/services.
- **Access and Risks:** Accessing third-party websites via our links is at your own risk. We do not have control over the content or functionality of these external sites, and we are not responsible for their availability, accuracy, or practices, including their privacy and data handling practices.

17.3. Use of Third-Party Services Within Our Platform

- **Integration with Third-Party Services:** Our Website and Product may include integrations with third-party services such as payment gateways, verification services, or data processors. While we aim to partner with reliable providers, we do not guarantee the availability or functionality of these third-party services.
- **Third-Party Terms and Policies:** By using these third-party services via our platform, you agree to comply with their terms of use, privacy policies, and any other applicable agreements. You are responsible for reviewing these terms before using third-party services.
- **Liability:** Forkis Union Limited is not liable for any damages, losses, or issues arising from your use of third-party services integrated into our platform, even if accessed through our Website.

17.4. Data Sharing with Third Parties

- **Sharing Information:** In certain circumstances, we may need to share your information with third-party service providers to facilitate services such as payment processing, identity verification, or compliance checks, in line with our Privacy Policy and RPAA requirements.

- **Confidentiality and Security:** We take steps to ensure that any third parties with whom we share your information are bound by confidentiality obligations and use your data only for the intended purposes. However, we are not responsible for how these third parties manage and protect your data once transferred.

17.5. Third-Party Content and Advertisements

- **Display of Third-Party Content:** Our Website may display third-party content, advertisements, or links to third-party products/services. Such content is provided for informational purposes only, and we do not have control over its accuracy, completeness, or legality.
- **No Endorsement:** The inclusion of third-party content or advertisements on our Website does not imply endorsement, approval, or association with the third parties. You interact with these advertisements or offers at your own discretion and risk.

17.6. Third-Party Payment Providers and Financial Institutions

- **Independent Services:** When using third-party payment providers or financial institutions for transactions, such as adding funds, withdrawing money, or making payments, you acknowledge that these providers operate independently of Forkis. We are not responsible for any issues, errors, or delays caused by these third-party entities.
- **Charges and Fees:** Any fees charged by third-party payment providers or financial institutions are separate from the fees charged by Forkis. You are responsible for reviewing and agreeing to any additional charges before using these services.

17.7. Monitoring and Reporting

- **Content Monitoring:** Although we may monitor links to external websites and third-party services for quality and security purposes, we do not have any obligation to do so and cannot guarantee the safety, reliability, or appropriateness of third-party content.
- **Reporting Issues:** If you encounter any problems, inappropriate content, or illegal activities related to third-party websites or services linked to or integrated with our Website, you should notify us immediately using the contact information provided.

17.8. Removal of Links or Third-Party Content

- **Our Rights:** We reserve the right to remove any link to or from a third-party website or service, or to terminate access to any third-party service integrated into our platform, at any time without notice.
 - **Client Obligations:** If requested by us, you agree to promptly remove any links to our Website that you have established or stop using any third-party service that is no longer authorized or compliant with our Terms of Use.
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18. Restricted Locations

18.1. Geographical Restrictions

Accessing the Website or using any of our services from jurisdictions where it is illegal or restricted is strictly prohibited. It is your responsibility to ensure that your use of our services complies with all local laws and regulations in your country of residence or the country from which you access the Website.

18.2. Canadian Residency Requirement

Our services are primarily intended for Canadian residents. If you access our services from outside Canada, you do so at your own risk and are responsible for compliance with all applicable foreign laws and regulations.

18.3. Reverse Solicitation Policy

Forkis Union Limited has implemented a Reverse Solicitation Policy for non-Canadian users. This policy ensures that we do not actively market or solicit our services to individuals or entities outside of Canada. If you are a user from outside Canada, you must acknowledge that your access to and use of our services is done at your own initiative and that you sought out our services without any direct solicitation from Forkis Union Limited. This policy is in place to comply with international regulations and to protect our company from violations of local laws in other jurisdictions.

18.4. Blocked and High-Risk Jurisdictions

We reserve the right to restrict or block access to our services for users located in certain countries or regions identified as high-risk or subject to sanctions by regulatory bodies. This includes, but is not limited to, countries on the Financial Action Task Force (FATF) blacklist, countries subject to economic sanctions by the Canadian government, and other jurisdictions with strict regulatory controls that may conflict with our operations.

18.5. Monitoring and Enforcement

Forkis Union Limited actively monitors access to our Website and services to ensure compliance with this policy. If we identify any unauthorized use or access from restricted locations, we reserve the right to suspend or terminate your access without prior notice.

19. Disclaimer of Warranties

- **"As Is" and "As Available":** The Website, Mobile App, and all related services are provided "as is" and "as available," without any warranties of any kind, either express or implied. We do not guarantee that our services will always be available, uninterrupted, or error-free.
 - **No Guarantee of Accuracy:** While we aim to provide accurate and up-to-date information, we do not warrant that the content on the Website or any services obtained through it will be accurate, reliable, complete, or current.
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20. Limitation of Liability

- **Exclusion of Liability:** To the fullest extent permitted by law, Forkis Union Limited is not liable for any direct, indirect, special, incidental, consequential, or punitive damages arising out of or in connection with your use of the Website, Mobile App, or any services obtained through it, even if we have been advised of the possibility of such damages.
 - **Maximum Liability:** In any event, our maximum liability to you for any claim arising under or related to these Terms or your use of our services will be limited to the total fees paid by you to us in the twelve (12) months preceding the event that gave rise to the claim.
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21. Indemnity

You agree to indemnify and hold Forkis Union Limited, its affiliates, officers, directors, employees, and agents harmless from any claims, liabilities, damages, losses, costs, expenses, or fees (including legal fees) arising from your breach of these Terms of Use, your misuse of the Website or our services, or any violation of applicable laws or regulations, including RPAA regulations.

22. Governing Law and Jurisdiction

- **Applicable Law:** These Terms of Use and any disputes or claims arising out of or in connection with them are governed by and construed in accordance with the laws of Canada, without regard to its conflict of law principles.
- **Jurisdiction:** You agree that any legal action or proceeding arising out of or related to these Terms will be brought exclusively in the courts of Canada.

23. Waiver and Severability

- **Waiver:** Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.
- **Severability:** If any provision of these Terms is found to be invalid, illegal, or unenforceable by any court of competent jurisdiction, the remaining provisions of these Terms will remain in full force and effect.

24. Entire Agreement

These Terms of Use, along with our Privacy Policy, Cookie Policy, KYC/AML Policy, and other policies, constitute the entire agreement between you and Forkis Union Limited regarding your use of the Website and our services, and supersede any prior or contemporaneous agreements, communications, or understandings, whether written or oral.

25. Client Due Diligence and AML Compliance

25.1. Client Due Diligence (CDD) Process

Forkis Union Limited is committed to preventing money laundering, terrorist financing, and other illicit activities in compliance with the Retail Payment Activities Act (RPAA) and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA). We implement a comprehensive Client Due Diligence (CDD) process that includes the following steps:

- **Identity Verification:**
 - All clients must provide valid, government-issued identification documents (e.g., passport, driver's license, or national ID) for verification.
 - We use third-party verification systems to cross-check identity details against official databases to confirm authenticity.
 - For corporate clients, we require documentation proving the legal status of the business, such as certificates of incorporation, partnership agreements, or business licenses.
- **Address Verification:**
 - Clients must provide proof of address, such as utility bills, bank statements, or government-issued correspondence dated within the last 3 months.
 - For legal entities, we may require proof of the business's registered address or operating location.

- **Verification of Ultimate Beneficial Ownership (UBO):**
 - For corporate clients, we conduct thorough checks to identify and verify all Ultimate Beneficial Owners (UBOs) who hold a significant interest (e.g., 25% or more) in the entity.
 - UBOs must also undergo identity and address verification as part of our CDD process.
- **Enhanced Due Diligence (EDD):**
 - For high-risk clients, transactions, or jurisdictions, we perform Enhanced Due Diligence (EDD), which includes more detailed information gathering and verification.
 - This may involve conducting background checks, sourcing additional financial information, or conducting interviews to understand the client's business activities and purpose of transactions.

25.2. Ongoing Monitoring and Transaction Surveillance

- **Continuous Monitoring:**
 - We continuously monitor all client accounts and transactions to detect suspicious activity, including irregular transaction patterns, large transactions inconsistent with the client's profile, or unusual cross-border transfers.
 - Transactions are reviewed in real-time using automated systems, and any flagged activities are subject to further investigation by our compliance team.
- **Transaction Reporting:**
 - Suspicious transactions are reported to the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) within the mandatory reporting timelines. This includes large cash transactions (LCTRs), electronic funds transfer reports (EFTRs), and suspicious transaction reports (STRs).
 - Clients may be contacted for additional information or clarification if their transactions trigger an alert.

25.3. Record-Keeping and Data Retention

- **Record Retention:** We maintain detailed records of all client identification documents, transaction histories, and due diligence reports for a minimum period of 5 years from the end of the client relationship or the completion of a transaction, in compliance with RPAA and PCMLTFA requirements.
- **Confidentiality:** All client information is stored securely and is accessible only by authorized personnel. We follow strict confidentiality protocols to protect client data, in line with the Personal Information Protection and Electronic Documents Act (PIPEDA).

25.4. Risk Assessment and Profiling

- **Risk-Based Approach:**

- We adopt a risk-based approach to AML compliance, where clients are categorized into risk levels (e.g., low, medium, high) based on factors such as country of origin, transaction volume, industry, and relationship history.
- Higher-risk clients or transactions are subject to more frequent monitoring and scrutiny to mitigate potential AML risks.
- **Periodic Review:**
 - Client risk profiles are reviewed periodically to ensure they remain accurate and up-to-date. Changes in behavior, transaction patterns, or ownership structure may trigger a reassessment.

25.5. Politically Exposed Persons (PEPs) and Sanctions Screening

- **PEP Identification:**
 - Clients identified as Politically Exposed Persons (PEPs) or having close associations with PEPs undergo enhanced scrutiny during onboarding and throughout their relationship with Forkis.
 - We use automated screening tools to identify and monitor PEPs based on international databases and lists.
- **Sanctions and Watchlist Screening:**
 - All clients and transactions are screened against international sanctions lists (e.g., United Nations, OFAC, EU) to ensure compliance with applicable sanctions laws.
 - Any matches or potential risks are immediately investigated, and appropriate actions, such as transaction freezing or account suspension, are taken.

25.6. Training and Awareness

- **Staff Training:**
 - All employees involved in client onboarding, transaction processing, or compliance are required to complete regular AML and KYC training to stay updated on current regulations, red flags, and best practices.
- **Awareness Programs:**
 - We conduct periodic awareness programs and workshops to ensure all employees understand their roles and responsibilities in identifying and reporting suspicious activities.

25.7. Reporting Obligations

- **Internal Reporting:**
 - Employees are encouraged to report any suspicious activity internally to the Compliance Officer without fear of reprisal.
- **External Reporting to Regulators:**
 - We fulfill our reporting obligations to FINTRAC and other relevant regulatory authorities, as required by law, within the stipulated timeframes.

25.8. Independent Audit and Review

- **Compliance Audits:**
 - Forkis Union Limited undergoes regular independent audits and reviews of its AML policies, procedures, and controls to ensure effectiveness and adherence to RPAA, PCMLTFA, and other regulatory requirements.
 - **Continuous Improvement:**
 - Audit findings and feedback are used to strengthen our AML/CFT (Anti-Money Laundering / Combating the Financing of Terrorism) framework, ensuring we maintain a robust and up-to-date compliance program.
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26. Dispute Resolution

Our dispute resolution mechanism is designed to be efficient, clear, and accessible to all clients. Below is a detailed outline of the dispute resolution process:

26.1. Initial Complaint Handling

- **Filing a Complaint:** If you have a concern or complaint regarding your Forkis Account or any services provided by us, you may contact us via email at support@forkisunion.com, our web chat, or by telephone. All complaints should include:
 - Your full name
 - Account number
 - A detailed description of the issue
 - Any supporting documentation or evidence
- **Acknowledgment:** Upon receiving your complaint, we will acknowledge receipt within 2 business days and provide you with a unique reference number for tracking the status of your complaint.

26.2. Investigation and Response

- **Investigation Process:** Our customer service team will thoroughly investigate your complaint, which may involve reviewing transaction records, account activities, and any other relevant information. You may be contacted for additional information if required.
- **Resolution Timeline:** We aim to resolve all complaints within 15 business days of receipt. In cases where additional time is needed, we will inform you of the reasons for the delay and provide a revised timeline, not exceeding 35 business days in total.
- **Final Decision:** You will receive a written response outlining our investigation findings, the resolution decision, and any steps taken to address your concerns. If applicable, we will inform you of any corrective actions or compensation.

26.3. Escalation Process

If you are dissatisfied with the outcome of your complaint, you have the option to escalate the matter:

- **Internal Escalation:** You may request that your complaint be escalated to a senior manager or the compliance officer within Forkis Union Limited. The escalated complaint will be reviewed independently, and a final response will be provided within 10 business days.
- **External Dispute Resolution:** If you remain dissatisfied after exhausting our internal processes, you may refer your complaint to any independent external dispute resolution service.

26.4. Reporting and Record-Keeping

- **Record Retention:** We maintain records of all complaints and dispute resolution activities for at least 7 years, as required by the RPAA, to ensure transparency and accountability.
- **Reporting to Regulators:** Forkis Union Limited will provide periodic reports on complaints and resolutions to regulatory authorities, including FINTRAC, in compliance with RPAA requirements.

26.5. Client Rights

- **Right to Be Informed:** You have the right to be informed about the status and progress of your complaint throughout the resolution process.
- **Right to Fair Treatment:** We are committed to treating all clients fairly, impartially, and with respect during the dispute resolution process.
- **Right to Access Documentation:** Upon request, you are entitled to access any documentation related to your complaint, including our investigation findings and the final decision.

27. Contact Information

For feedback, comments, or support requests, please contact:

- **Email:** support@forkisunion.com
- **Address:** 1907 Baseline Rd, unit 104, Ottawa ON K2C 0C7
- **Phone:** As provided on our Website