

Partner Terms (L2F)

Mosta · Last updated 2026-01-22

1. Introduction and Scope

1.1 Applicability. These Partner Terms: Layer2 Financials ("Partner Terms") govern your use of banking and payment services accessed through the Squarefi Platform and supplement the Mosta Terms and Conditions ("Master Terms") available at mosta.io/terms. By using banking or payment services through the Platform, you agree to be bound by these Partner Terms in addition to the Master Terms.

1.2 Service Provider. Banking and payment services are provided by Layer2 Financials LLC, a regulated financial services provider. Layer2 Financials provides access to banking and payment rails through its network of partner banks. Squarefi acts solely as a technology platform facilitating access to Layer2 Financials services; Squarefi does not provide banking or payment services directly and does not hold client funds.

1.3 Partner Banks. Layer2 Financials provides access to banking and payment services through the following partner banks, depending on currency and product availability: (a) USD payment rails via SSB Bank and Zenus Bank; (b) EUR payment rails via OpenPayd and Banking Circle; (c) GBP payment rails via ClearBank. Partner banks may be added, removed, or replaced by Layer2 Financials at any time. Each partner bank operates independently and maintains its own regulatory obligations.

2. Layer2 Financials TERMS AND CONDITIONS

2.1 Governing Documents. Your use of banking and payment services provided by Layer2 Financials is governed by Layer2 Financials own terms and policies. You must review and accept these documents as a condition of using Layer2 Financials services: (a) Layer2 Financials Customer Agreement : <https://legal.rail.io/legal/customeragreement> (b) Layer2 Financials Privacy Policy: <https://legal.rail.io/legal/privacy>

2.2 Acceptance Requirement. By using any banking or payment service through the Platform, you explicitly acknowledge, attest, and confirm that: (a) you have accessed, reviewed, and read Layer2 Financials Customer Agreement at the link provided above; (b) you have accessed, reviewed, and read Layer2 Financials Privacy Policy at the link provided above; (c) you understand and agree to be bound by Layer2 Financials Customer Agreement and

Privacy Policy; (d) you understand that Layer2 Financials terms govern your use of banking and payment services; and (e) you provide your explicit affirmative attestation that you accept Layer2 Financials Customer Agreement and Privacy Policy as a condition of accessing Layer2 Financials services through the Platform.

2.3 Dynamic Terms. Layer2 Financials may modify its Customer Agreement and Privacy Policy from time to time. You are responsible for periodically reviewing Layer2 Financials terms at the links provided above. Your continued use of banking and payment services after any modification constitutes acceptance of the modified terms.

3. Services

3.1 Banking Services. Services available through Layer2 Financials may include, subject to eligibility and availability:

(a) multi-currency account access (USD, EUR, GBP); (b) domestic payment processing (ACH, Faster Payments, SEPA); (c) international wire transfers (SWIFT); (d) currency conversion and foreign exchange; (e) account statements and transaction history; and (f) other banking services as made available by Layer2 Financials.

3.2 Service Availability. Availability of specific services depends on: (a) your jurisdiction and regulatory requirements; (b) Layer2 Financials and partner banks' licensing and authorizations; (c) eligibility criteria and underwriting decisions; (d) compliance verification and KYC/AML requirements; and (e) partner bank operational capabilities. Not all services are available in all jurisdictions or to all Users.

3.3 Service Limitations. Banking and payment services are subject to: (a) partner banks' operational hours and processing schedules; (b) cutoff times for same-day or next-day processing; (c) transaction limits (daily, weekly, monthly); (d) currency availability and conversion limitations; (e) correspondent banking relationships and routing; and (f) regulatory and compliance restrictions.

4. Fees

4.1 Layer2 Financials Fees. Fees for banking and payment services are set exclusively by Layer2 Financials and its partner banks. All applicable fees, including but not limited to account fees, transaction fees, wire transfer fees, currency conversion fees, and any other charges, are detailed in Layer2 Financials Customer Agreement and fee schedule.

4.2 Fee Disclosure. You are responsible for reviewing Layer2 Financials fee schedule before initiating any transaction. By initiating a transaction, you agree to pay all applicable fees as disclosed by Layer2 Financials.

4.3 Fee Changes. Layer2 Financials may modify its fees at any time in accordance with its Customer Agreement. Squarefi does not control, set, or have the ability to modify Layer2 Financials fees.

4.4 Third-Party Fees. Transactions may be subject to additional fees charged by correspondent banks, intermediary financial institutions, or receiving banks. Such fees are outside the control of both Squarefi and Layer2 Financials.

5. Refunds and Cancellations

5.1 Layer2 Financials Refund Policy. Refund eligibility, procedures, and timelines for banking and payment services are governed exclusively by Layer2 Financials Customer Agreement. You must review Layer2 Financials terms for complete information regarding refunds and cancellations.

5.2 Transaction Cancellation. The ability to cancel transactions depends on transaction status and type: (a) pending transactions may be cancelable subject to Layer2 Financials policies; (b) transactions submitted to payment networks generally cannot be canceled; (c) completed transactions cannot be reversed by Squarefi or Layer2 Financials. You must contact Layer2 Financials directly for any refund or cancellation requests related to banking services.

5.3 Squarefi's Role. Squarefi cannot process, guarantee, or influence refunds for services provided by Layer2 Financials. Refund decisions are made solely by Layer2 Financials in accordance with its Customer Agreement.

6. Fund Custody and Protection

6.1 Fund Holding. All fiat currency funds are held with Layer2 Financials partner banks, not with Squarefi. Squarefi does not hold, control, or have custody of your funds at any time.

6.2 Deposit Protection. Deposit protection, if any, depends on the specific partner bank holding your funds and the applicable regulatory framework: (a) USD funds held with U.S. banks may be eligible for FDIC insurance subject to applicable limits and requirements; (b) EUR and GBP funds may be subject to applicable deposit guarantee schemes in relevant jurisdictions; (c) coverage limits, eligibility, and terms are determined by the applicable deposit

protection scheme, not by Squarefi or Layer2 Financials. You should review Layer2 Financials Customer Agreement and the applicable partner bank's terms for specific information regarding deposit protection.

6.3 No Squarefi Guarantee. Squarefi does not guarantee, insure, or otherwise protect funds held with Layer2 Financials or its partner banks. Squarefi is not responsible for the financial condition, solvency, or regulatory status of Layer2 Financials or any partner bank.

7. Risks

7.1 Banking Risks. Use of banking and payment services involves risks, including but not limited to: (a) transaction delays due to compliance reviews, banking hours, or technical issues; (b) transaction rejection or reversal by partner banks or correspondent banks; (c) currency fluctuation between initiation and settlement of foreign exchange transactions; (d) funds being held, frozen, or seized pursuant to legal process or regulatory action; (e) partner bank failure or insolvency; (f) errors in payment routing or correspondent banking; and (g) regulatory changes affecting service availability.

7.2 Irreversibility. Wire transfers and certain other payment types are irreversible once submitted to the payment network. Errors in recipient information, account numbers, or routing details may result in permanent loss of funds.

7.3 Compliance Holds. Layer2 Financials and its partner banks may delay, hold, or reject transactions for compliance review. Such holds are at the sole discretion of Layer2 Financials and its partners and may occur without prior notice.

8. Dispute Resolution

8.1 Disputes with Layer2 Financials. Disputes arising from or relating to banking and payment services provided by Layer2 Financials are subject to the dispute resolution mechanisms set forth in Layer2 Financials Customer Agreement. You must follow Layer2 Financials dispute resolution procedures for any claims related to Layer2 Financials services.

8.2 Squarefi's Non-Participation. Squarefi is not a party to disputes between you and Layer2 Financials. Squarefi cannot arbitrate, mediate, or resolve disputes regarding Layer2 Financials services, fees, or policies.

8.3 Transaction Disputes. For disputed transactions, unauthorized transactions, or errors in banking services, you must: (a) notify Layer2 Financials promptly in accordance with Layer2 Financials Customer Agreement; (b) follow Layer2 Financials dispute procedures and timelines; (c) provide all documentation requested by Layer2 Financials; and (d) cooperate with any investigation. Failure to comply with Layer2 Financials dispute procedures may result in forfeiture of dispute rights.

8.4 Squarefi Disputes. Disputes relating solely to Squarefi's Platform (not Layer2 Financials banking services) remain subject to the dispute resolution provisions in the Master Terms.

9. Account Actions

9.1 Layer2 Financials Actions. Layer2 Financials and its partner banks may, at their sole discretion and without prior notice: (a) suspend or restrict account access; (b) freeze or hold funds; (c) close accounts; (d) reject or reverse transactions; (e) request additional documentation or information; (f) report activity to regulatory authorities; and (g) take any other action permitted under Layer2 Financials Customer Agreement or applicable law.

9.2 Impact on Platform Access. If Layer2 Financials suspends, restricts, or terminates your access to banking services, Squarefi may correspondingly suspend or restrict your access to the Platform or related services. Squarefi acts in accordance with Layer2 Financials requirements and decisions.

9.3 No Squarefi Override. Squarefi cannot override, reverse, or modify decisions made by Layer2 Financials or its partner banks regarding your account or transactions.

10. Data and Privacy

10.1 Data Sharing. By using banking services, you authorize Squarefi to share your Customer Information with Layer2 Financials and its partner banks as necessary to provide services, verify identity, comply with regulations, and fulfill contractual obligations.

10.2 Layer2 Financials Privacy Policy. Layer2 Financials collection, use, and disclosure of your personal information is governed by Layer2 Financials Privacy Policy at <https://legal.rail.io/legal/privacy>. You must review Layer2 Financials Privacy Policy to understand how your data is handled.

10.3 Regulatory Disclosures. Layer2 Financials and its partner banks may be required to disclose your information to regulatory authorities, law enforcement, or other third parties as required by law, and such disclosures may occur without notice to you.

11. UBO Attestation for Business Accounts

11.1 Requirement. If you are using banking services on behalf of a business entity, you must provide complete and accurate Ultimate Beneficial Owner ("UBO") information as required by Layer2 Financials, its partner banks, and applicable anti-money laundering regulations.

11.2 Explicit Attestation. By accessing banking services for a business entity, you explicitly attest, confirm, and certify under penalty of law that: (a) all UBO information provided is true, accurate, complete, and not misleading; (b) you have identified all individuals who directly or indirectly own 25% or more of the entity or exercise substantial control; (c) you have authority to provide such information on behalf of all UBOs and the entity; (d) you have obtained all necessary consents to provide UBO information to Squarefi, Layer2 Financials, and partner banks; (e) the UBO information reflects the current ownership and control structure of the entity; (f) you will notify Squarefi and Layer2 Financials within ten (10) business days of any changes to UBO information; and (g) you understand that providing false, incomplete, or misleading UBO information may result in immediate suspension or termination of banking services, reporting to regulatory authorities, denial of service, and civil or criminal penalties.

11.3 Verification. Layer2 Financials and its partner banks reserve the right to independently verify UBO information and request additional documentation at any time.

12. Hierarchy and Conflicts

12.1 Order of Precedence. In the event of conflict between documents, the following order of precedence applies: (a) Layer2 Financials Customer Agreement controls for all matters relating to banking and payment services provided by Layer2 Financials; (b) these Partner Terms control over the Master Terms for matters specific to Layer2 Financials services; (c) the Master Terms govern all other matters not specifically addressed in Layer2 Financials terms or these Partner Terms.

12.2 Non-Contradiction. These Partner Terms are intended to supplement, not contradict, Layer2 Financials Customer Agreement. To the extent any provision herein could be interpreted as contradicting Layer2 Financials Customer Agreement, Layer2 Financials Customer Agreement shall prevail.

13. Limitation of Liability

13.1 Squarefi's Limitation. Squarefi's liability for matters relating to banking and payment services is limited as set forth in the Master Terms. Squarefi is not liable for: (a) acts, omissions, errors, or failures of Layer2 Financials or its partner banks; (b) delays, holds, or rejections of transactions by Layer2 Financials or partner banks; (c) funds frozen, seized, or lost while held by Layer2 Financials or partner banks; (d) partner bank insolvency or failure; (e) changes to Layer2 Financials terms, fees, or policies; or (f) any matter within Layer2 Financials control or responsibility.

13.2 Layer2 Financials Limitation. Layer2 Financials liability is governed by and limited in accordance with Layer2 Financials Customer Agreement. You must review Layer2 Financials terms for applicable liability limitations.

14. Term and Termination

14.1 Term. These Partner Terms are effective when you first use banking or payment services through the Platform and continue until terminated.

14.2 Termination. These Partner Terms terminate automatically if: (a) you close your Squarefi Account; (b) Squarefi terminates your Account; (c) Layer2 Financials terminates your access to banking services; (d) Squarefi discontinues integration with Layer2 Financials; or (e) you cease using banking services through the Platform.

14.3 Effect of Termination. Upon termination: (a) you must arrange withdrawal of funds directly with Layer2 Financials in accordance with Layer2 Financials terms; (b) Layer2 Financials terms continue to govern any remaining funds or pending transactions; (c) Sections 6, 7, 8, 12, and 13 survive termination.

15. Version Control

15.1 Document Retention. Squarefi maintains version control and update logs for these Partner Terms for a minimum of five (5) years in accordance with Squarefi's internal record retention policy.

15.2 Previous Versions. Previous versions of these Partner Terms are available upon request to legal@mosta.io.

15.3 Amendments. Squarefi may amend these Partner Terms at any time by posting an updated version at mosta.io/legal. Material changes will be communicated via email or Platform notification. Your continued use of banking services after any amendment constitutes acceptance of the amended Partner Terms.

16. Contact Information

For Platform-related inquiries: Squarefi Inc. (DBA Mosta) Email: support@mosta.io | Legal: legal@mosta.io

For banking service inquiries: Contact Layer2 Financials directly in accordance with the contact information provided in Layer2 Financials Customer Agreement at <https://legal.rail.io/legal/customeragreement>