

Terms and Conditions

Mosta · Last updated 2026-01-22

1. Introduction and Acceptance

1.1 Parties and Scope. These Terms and Conditions ("Agreement" or "Terms") constitute a legally binding agreement between you ("User," "you," or "your") and Squarefi Inc., a Delaware corporation, together with its subsidiaries and affiliates (collectively, "Squarefi," "Mosta," "Company," "we," "us," or "our"), governing your access to and use of our website located at <https://mosta.io> (the "Site"), mobile application (the "App"), and all services provided or facilitated thereby (collectively, the "Platform" or "Services").

1.2 Acceptance. By creating an account ("Account"), accessing the Platform, clicking "I Accept," checking any acceptance box, or otherwise manifesting assent, you: (a) acknowledge that you have read, understood, and agree to be bound by this Agreement; (b) represent that you have the legal capacity and authority to enter into this Agreement; (c) accept the applicable Partner Terms as defined in Section 3; and (d) accept the terms and conditions of all third-party service providers as incorporated herein by reference. If you do not agree to these Terms, you must immediately cease all access to and use of the Platform.

1.3 Eligibility. You may use the Platform only if you: (a) are at least eighteen (18) years of age or the age of majority in your jurisdiction, whichever is greater; (b) have full legal capacity to enter into binding contracts; (c) are not prohibited from using the Platform under any applicable law, regulation, or order; (d) are not located in, organized under the laws of, or a resident of any jurisdiction subject to comprehensive economic sanctions; and (e) have not previously been suspended or removed from the Platform.

1.4 Entity Accounts. If you are opening an Account on behalf of a corporation, limited liability company, partnership, trust, or other legal entity, you represent and warrant that: (a) you are a duly authorized representative with full authority to bind the entity to this Agreement; (b) the entity is duly organized, validly existing, and in good standing under applicable law; (c) all information provided about the entity is accurate, current, and complete; and (d) you will maintain such authority throughout the term of this Agreement.

1.5 ARBITRATION NOTICE. THIS AGREEMENT CONTAINS A MANDATORY BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER IN SECTION 17. BY ACCEPTING THESE TERMS, YOU AGREE TO RE-

SOLVE ALL DISPUTES THROUGH INDIVIDUAL ARBITRATION AND WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR JURY TRIALS.

2. Platform Nature and Service Model

2.1 Software Platform. Squarefi operates exclusively as a software and technology platform that facilitates access to third-party regulated financial service providers. Squarefi provides technology infrastructure, user interfaces, and tools enabling connections between Users and regulated financial institutions. Squarefi does not itself provide, and shall not be deemed to provide, any banking, payment, money transmission, cryptocurrency, card issuing, lending, investment advisory, broker-dealer, insurance, or other financial services.

2.2 No Financial Services. Squarefi expressly disclaims any role as a bank, money transmitter, payment processor, cryptocurrency exchange, custodian, broker-dealer, investment adviser, or financial institution of any kind. Squarefi does not: (a) accept deposits or hold client funds; (b) transmit money or act as a money services business; (c) custody cryptocurrency or digital assets; (d) issue payment cards or extend credit; (e) provide investment advice or recommendations; (f) act as a fiduciary; or (g) provide insurance or insurance brokerage services.

2.3 Third-Party Service Provision. All financial services accessible through the Platform are provided exclusively by independent, regulated third-party institutions operating under their own licenses, regulatory oversight, and terms of service. Each third-party provider operates independently from Squarefi, maintains direct customer relationships with Users, makes independent decisions regarding service provision, eligibility, and account management, and bears sole responsibility for its services, compliance obligations, and customer relationships.

2.4 Fund Custody. All client funds are held exclusively with partner financial institutions and not with Squarefi. Fiat currency funds are held in accounts at regulated banks; cryptocurrency holdings are held in custody with regulated digital asset custodians. Squarefi has no access to, control over, or custody of such funds, which remain subject to the terms and conditions of the institutions holding them.

2.5 Partner-Driven Restrictions. Squarefi may, at any time and without prior notice, suspend, restrict, or terminate your access to the Platform: (a) at the request or requirement of any third-party service provider; (b) if any service provider refuses or terminates service to you; (c) to comply with service provider policies, procedures, or require-

ments; (d) if any service provider determines you are ineligible for services; or (e) based on risk assessments, compliance concerns, or suspicious activity reports raised by service providers. Service provider decisions regarding your eligibility and account status are binding on Squarefi.

3. Third-Party Services and Partner Terms

3.1 General Disclosure. Certain services available through the Squarefi Platform are provided by third-party financial institutions. Squarefi does not provide banking, payment, card issuing, exchange, or custodial services and does not hold client funds or digital assets. Each service is governed exclusively by the terms of the respective service provider; Squarefi bears no liability for the acts, omissions, failures, or policies of service providers.

3.2 Service Providers. Financial services are provided by the following third-party providers, depending on geography and product availability: (a) banking and payment services by Layer2 Financials LLC ("Rail") and other regulated institutions; (b) cryptocurrency exchange and custody services by Buyeasy Technologies Limited, a Canadian Money Services Business; (c) card issuing services by Signify Holdings. Squarefi may add, remove, or replace service providers at any time.

3.3 Partner Terms. Your use of specific services is governed by the applicable Partner Terms, which supplement and are incorporated into this Agreement by reference. Partner Terms are available at mosta.io/legal and include: (a) Partner Terms: Rail (banking and payment services); (b) Partner Terms: Buyeasy (cryptocurrency services). You must review and accept the applicable Partner Terms before using the corresponding services.

3.4 Hierarchy of Terms. In the event of conflict: (a) the applicable third-party provider's terms control over the Partner Terms; (b) the Partner Terms control over this Agreement for the applicable service. This Agreement governs all matters not specifically addressed in the Partner Terms or provider terms.

3.5 Service Availability. Availability of services varies by geographic jurisdiction, service provider licensing, regulatory restrictions, and eligibility criteria. Services may be unavailable in certain jurisdictions, subject to different terms in different jurisdictions, or modified or discontinued based on regulatory changes or provider decisions.

4. Use of the Platform

4.1 Account Creation. To access certain Services, you must create an Account and provide Customer Information, which may include for individuals: full legal name, date of birth, residential address, contact information, government-issued identification, tax identification number, and other information as required; and for entities: registered business name, jurisdiction of incorporation, business address, ownership and beneficial ownership details, nature of business, corporate documentation, tax identification numbers, and information about Administrators and Users.

4.2 Accuracy of Information. You represent and warrant that all Customer Information provided is true, accurate, current, and complete, and you agree to maintain and promptly update such information. We rely on Customer Information to determine eligibility and provide it to third-party service providers. We may deny applications, suspend Services, or close your Account if Customer Information is out of date, incomplete, inaccurate, misleading, or false.

4.3 Geographic Restrictions. You may only use the Platform if you are a United States citizen or legal entity formed in the United States, or a citizen or entity in another jurisdiction expressly authorized by Squarefi and its service providers.

4.4 Compliance. You must use the Services only in compliance with this Agreement, all applicable Partner Terms, all applicable laws and regulations, third-party service provider terms, payment network rules, AML/KYC regulations, and economic sanctions and export control laws.

5. Ultimate Beneficial Owner Attestation

5.1 Requirements. If you are registering on behalf of any entity, you must provide complete and accurate information regarding all Ultimate Beneficial Owners ("UBOs"), meaning any individual who directly or indirectly owns twenty-five percent (25%) or more of the equity interests, exercises substantial control, receives substantial economic benefits, or otherwise meets the definition of beneficial owner under applicable law.

5.2 Attestation. By creating a business Account, you explicitly attest, confirm, and certify under penalty of law that: (a) all UBO information is true, accurate, complete, and not misleading; (b) you have identified all individuals meeting the UBO definition; (c) you have authority and all necessary consents to provide such information; (d) the information reflects the current ownership and control structure; (e) you will notify us within ten (10) business days of any changes; and (f) you understand that false, incomplete, or misleading information may result in immediate

account suspension or termination, denial of services, reporting to regulatory authorities, legal consequences including civil and criminal penalties, and liability for resulting damages.

5.3 Verification. We and our service providers reserve the right to request additional documentation, conduct independent verification, suspend or terminate Accounts if verification is unsatisfactory, and report suspicious or incomplete information to regulatory authorities.

6. Fees and Payment

6.1 Platform Fees. Squarefi may charge subscription fees, transaction fees, service fees, premium feature fees, setup fees, and API access fees as displayed within the Platform, available at mosta.io/pricing, or communicated via written notice.

6.2 Third-Party Fees. In addition to Platform fees, you will be subject to fees charged by third-party service providers as set forth in the applicable Partner Terms and provider terms. Third-party fees are set exclusively by the respective providers, not controlled by Squarefi, and subject to change at provider discretion.

6.3 Modifications. We may modify Platform fees at any time by posting updated information on the Platform, sending email notification, and providing at least thirty (30) days' advance notice for material increases where required by law. Continued use after fee changes constitutes acceptance.

6.4 Authorization. By using the Platform, you authorize Squarefi and its payment processors to charge applicable fees to your designated payment method, including automatic recurring charges for subscriptions.

7. Refund Policy

7.1 Platform Fees. Platform subscription fees are generally non-refundable except where required by law, in cases of billing error or duplicate charges, if we fail to provide access due to our fault, or at Squarefi's sole discretion. Transaction fees are non-refundable once services are rendered.

7.2 Third-Party Services. Refunds for third-party services are subject exclusively to those providers' refund policies as set forth in the applicable Partner Terms and provider terms. Squarefi cannot guarantee, process, or influence third-party refunds; you must contact the applicable provider directly.

7.3 Process. Refund requests for Platform fees must be submitted to support@mosta.io with full name, Account information, transaction details, explanation, and supporting documentation. Requests will be reviewed within ten (10) business days.

8. Proprietary Rights

8.1 License. Subject to this Agreement, you are granted a non-exclusive, limited, non-transferable, revocable license to use the Platform as permitted by the Services. Squarefi reserves all rights not expressly granted and may terminate this license at any time for any reason.

8.2 Ownership. The Platform and all materials therein, including software, code, algorithms, images, text, graphics, logos, trademarks, and all intellectual property rights related thereto, are the exclusive property of Squarefi and its licensors.

8.3 Restrictions. You agree not to sell, license, rent, modify, distribute, copy, reproduce, or transmit any Squarefi intellectual property, reverse engineer or decompile any software or Platform components, remove or alter any proprietary notices, or use such property for any purpose not expressly permitted.

9. Data and Privacy

9.1 Ownership. As between you and Squarefi, you retain all rights in your Customer Information, personal information, and other User-submitted content ("User Content").

9.2 License. By using the Platform, you grant Squarefi a non-exclusive, royalty-free, worldwide license during the term to collect, use, disclose, transmit, display, and process User Content as described in our Privacy Policy and as necessary to provide Services, including sharing with third-party service providers.

9.3 Privacy Policies. Your use of the Platform is subject to our Privacy Policy at mosta.io/privacy. Your use of third-party services is also subject to those providers' privacy policies as specified in the applicable Partner Terms.

10. User-Initiated Transactions and Security Controls

10.1 User Responsibility. Users are solely responsible for reviewing and confirming all transaction details prior to submission, including recipient information, network selection, amounts, currency, fees, exchange rates, and

instructions. Squarefi and third-party service providers rely on the information you provide; incorrect or incomplete information may result in misdirected funds, transaction failures, or permanent loss.

10.2 Multi-Factor Authentication. Certain actions require multi-factor authentication ("MFA"), including fund transfers, cryptocurrency exchanges and withdrawals, fiat withdrawals, beneficiary modifications, security setting changes, and large or unusual transactions. By completing the authentication steps, you expressly authorize the transaction, confirm accuracy of all details, and accept full responsibility for the transaction and its consequences. MFA authentication constitutes your explicit authorization and binding agreement to proceed.

10.3 Irreversibility. TRANSACTIONS INITIATED AND AUTHORIZED BY YOU THROUGH THE PLATFORM ARE IRREVERSIBLE. Once submitted and authorized, transactions cannot be canceled, reversed, or recovered by Squarefi; cannot be recalled after submission to third-party providers or payment networks; and funds cannot be retrieved if sent to incorrect recipients or addresses.

10.4 No Recovery Services. Squarefi does not provide services to cancel transactions after authorization, reverse completed transactions, recover misdirected funds, intervene with third-party networks, guarantee recovery, or override payment network or blockchain protocols.

10.5 Limitation of Liability. SQUAREFI SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, CLAIM, OR EXPENSE ARISING FROM USER ERROR, INCLUDING: incorrect recipient details, network selection, currency, or amount entry; security failures resulting from failure to safeguard credentials; unauthorized access due to compromised authentication; phishing or social engineering attacks; failure to review transaction details; or ignoring warnings or confirmation prompts.

11. User Responsibilities and Prohibited Conduct

11.1 Prohibited Activities. You agree not to: use the Platform for any unlawful purpose; provide false, misleading, or inaccurate information; impersonate any person or entity; use the Platform for unauthorized third parties; engage in fraud, money laundering, or terrorist financing; violate economic sanctions, export controls, or embargoes; access accounts other than your own; interfere with Platform operation; use unauthorized automated systems; reverse engineer Platform software; use the Platform for gambling transactions; or engage in abusive conduct.

11.2 Monitoring. We and our service providers may monitor transactions for suspicious activity, request additional information, delay, block, or cancel transactions before finalization, report suspicious activities to authorities, and terminate accounts engaged in prohibited conduct.

12. Risk Disclosures

12.1 General Risks. All financial products and services involve risk, including possible loss of principal, market volatility, currency risk, counterparty risk, liquidity risk, operational risk, and regulatory risk. Additional service-specific risks are set forth in the applicable Partner Terms.

12.2 No Advice. Squarefi does not provide investment, financial, legal, or tax advice. Information provided is for informational purposes only; you should consult qualified professionals before making financial decisions.

12.3 No Guarantees. Any references to yields, returns, or projected performance are illustrative only and do not constitute guarantees. Past performance is not indicative of future results.

13. Deposit Protection

13.1 No FDIC Insurance. SQUAREFI IS NOT A BANK AND IS NOT FDIC INSURED. Squarefi is a technology platform that does not accept deposits, hold client funds, or provide banking services directly.

13.2 Partner Protection. Deposit protection, if any, depends on the partner financial institution holding funds, the applicable regulatory framework, and the type and amount of deposits as specified in the applicable Partner Terms.

14. Representations, Warranties, and Indemnification

14.1 Your Representations. You represent and warrant that: all information provided is true, accurate, current, and complete; your use complies with all applicable laws; you have authority to provide all submitted information; and you are not on any sanctions list or in any sanctioned jurisdiction.

14.2 Indemnification. You agree to defend, indemnify, and hold harmless Squarefi, its affiliates, directors, officers, employees, agents, and third-party service providers from and against any claims, damages, losses, liabilities, costs, and expenses arising from your use of the Platform, your violation of this Agreement or any Partner Terms, your violation of any third-party rights, or your violation of any applicable law.

15. No Warranty

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SQUAREFI DOES NOT WARRANT THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, BE AVAILABLE AT ANY PARTICULAR TIME, BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT INFORMATION PROVIDED IS ACCURATE OR RELIABLE.

16. Limitation of Liability

16.1 Exclusion. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SQUAREFI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SQUAREFI WAS ADVISED OF THE POSSIBILITY THEREOF.

16.2 Maximum Liability. SQUAREFI'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (A) ONE THOUSAND UNITED STATES DOLLARS (\$1,000.00); OR (B) THE TOTAL FEES PAID BY YOU TO SQUAREFI IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

16.3 Third Parties. Squarefi is not responsible or liable for acts, omissions, or policies of third-party service providers; failure of third-party systems or services; or any other third-party conduct.

16.4 Essential Basis. THE LIMITATIONS IN THIS SECTION REFLECT A REASONABLE ALLOCATION OF RISK AND ARE A FUNDAMENTAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. Dispute Resolution

17.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of law principles. Any arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

17.2 Informal Resolution. Before initiating arbitration, you agree to attempt informal resolution by sending written notice to legal@mosta.io describing the dispute and proposed resolution and negotiating in good faith for at least sixty (60) days.

17.3 Mandatory Arbitration. ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PLATFORM THAT CANNOT BE RESOLVED INFORMALLY SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES.

17.4 CLASS ACTION WAIVER. YOU AND SQUAREFI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.

17.5 JURY TRIAL WAIVER. YOU AND SQUAREFI HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

17.6 Third-Party Disputes. Disputes with third-party service providers are subject to those providers' dispute resolution mechanisms as set forth in the applicable Partner Terms and provider terms. Squarefi is not a party to disputes between you and providers.

18. Term and Termination

18.1 Term. This Agreement becomes effective when you first access or use the Platform and continues until terminated.

18.2 Termination by You. You may terminate by closing your Account after paying all amounts owed and withdrawing all funds.

18.3 Termination by Squarefi. We may suspend or terminate your Account immediately, with or without notice, if: you breach this Agreement or any Partner Terms; you violate any law; we suspect fraudulent or illegal activity; any third-party service provider refuses or terminates service; or we are required by law.

18.4 Effect. Upon termination: your access rights cease immediately; you remain liable for all prior obligations; you must arrange fund withdrawal with service providers; and prepaid fees are non-refundable except as required by law.

18.5 Survival. Sections 8, 9, 10, 12, 13, 14, 15, 16, 17, and 19 survive termination.

19. General Provisions

19.1 Entire Agreement. This Agreement, together with all applicable Partner Terms, our Privacy Policy, and all incorporated third-party terms, constitutes the entire agreement between you and Squarefi.

19.2 Severability. If any provision is found invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and remaining provisions shall continue in full force.

19.3 No Waiver. Our failure to enforce any right or provision shall not constitute a waiver of such right or provision.

19.4 Assignment. You may not assign this Agreement without our prior written consent. We may assign this Agreement without restriction.

19.5 Notices. Notices to you may be provided by email, in-Platform notification, or posting on the Platform. Notices to us must be sent to legal@mosta.io.

19.6 Force Majeure. Squarefi shall not be liable for any failure or delay resulting from circumstances beyond our reasonable control.

19.7 Amendments. We may modify this Agreement at any time by posting changes on the Site. Changes are effective as of the date stated. By accessing the Platform after changes, you accept the modified Agreement.

19.8 Version Control. We maintain version control and update logs for at least five (5) years. Previous versions are available upon request to legal@mosta.io.

20. Contact Information

Website: mosta.io

Support: support@mosta.io

Legal: legal@mosta.io