

## Merchant Terms and Conditions

### General Terms and Conditions for the service “Toonie Merchant”

Toonie Global Ltd (the “Company” or “Toonie”), is a company incorporated under the laws of England and Wales, with company registration number 13419716, with registered office at 7 Bell Yard, London, WC2A 2JR, United Kingdom.

Toonie is a software development company that provides e-commerce, vouchering and e-money technical solutions services through dedicated platforms.

The terms of use constitute an agreement (“Agreement”) between you (“you”, “your”, “User” and “Merchant”) and Toonie where the service is provided (“we”, “us”, “our”).

### Definitions

As used in this Agreement, the following terms shall have the meanings set forth below. Such meanings to be equally applicable to the singular and plural forms of such terms.

**Acquiring:** Acquiring is the service whereby a payment institution serves Merchants, being licensed to provide Merchant accounts to qualified businesses, enabling these businesses to process payment card transactions.

**Agreement / Terms and Conditions:** means these terms and conditions, any and all annex(es), or documents referred to herein, as amended from time to time, regarding the use of the services offered by Toonie and accepted by the Merchant.

**AML:** Money Laundering, Terrorist Financing and Transfer of Funds (Payer Information) as applied in the relevant jurisdictions of use, as amended and restated.

**App:** Toonie’s Mobile App downloaded on a mobile phone or tablet.

**ATM Deposit:** the service that enables the User to deposit cash in the wallet via a Toonie approved Merchant.

**ATM Withdraw:** the service that enables Toonie users to withdraw cash from the wallet from a Toonie approved Merchant.

**Available Balance:** the value of Toonie Tokens deposited and held in the Toonie wallet, available for use by the Merchant.

**Community / Toonie Community:** a group of Individuals and Merchants who have successfully registered for an account with Toonie according to the terms of this Agreement.

**Cryptocurrency:** any form of currency that exists digitally or virtually and uses cryptography to secure transactions.

**Crypto Services:** the services that enable the User to buy, exchange, transfer and sell cryptocurrencies.

**Currencies Offered:** currencies that the Customer and Merchants can have as spending Toonie Tokens in the wallet, listed in [Annex 1](#).

**Customer / User:** means the end User who has successfully registered for an account with Toonie according to the terms of this Agreement.

**Dashboard (or the Dashboard):** is the portal where the Merchant can access the Services including, but not limited to, create offers, initiate transfer instructions, view Transactions history, view the balance and currency of the E-Money held in the Wallet.

**E-Money:** represented by Toonie Tokens purchased by the user and displayed in the equivalent currency used for purchase. The currency displayed will be the currency used when the customer sells the Tokens.

**EXAU Gold:** is a gold asset-backed Third-party token. The token is 100% backed by 24k LBMA certified physical gold.

**Exchange:** the service that enables the User to make conversions between currencies and purchase Tokens issued by the Token Issuer.

**Fee:** any fee payable by the Merchant to Toonie, as set out on the Website and/or in [Annex 4](#) of the present Agreement as amended from time to time.

**FX Payment:** a payment involving the conversion of Toonie Tokens from one currency to another.

**Instruments:** are the channels through which the E-Money, distributed by Toonie, is engaged by the Merchants.

**KYC:** Know Your Customer, requirement for knowledge of and information on Merchants of regulated entities or regulated activities.

**LBMA:** means the London Bullion Market Association.

**Log:** electronic register recording the operations generated through usage of the Services.

**Merchant:** the entity/company who has successfully registered for an account with Toonie agreeing to the terms of this Agreement.

**Offer:** the digital voucher created by the Merchants to promote to other Toonie Users its products and/or services via the e-commerce platform.

**Offer Redemption:** the service that enables the User to redeem offers created by the Merchant.

**Platform:** means the Company's specific online transfer platform, through which the internet allows the Customer to access the services and the Wallets and provide instructions through the Dashboard.

**Password:** is a secret alphanumeric word the Customer chooses to access the App.

**Pay-with-Toonie:** the option to receive internal Toonie payments on the website of the Merchant, from other Toonie users.

**P2P:** internal Toonie transactions between Wallets of Toonie Users.

**Redemption:** means allowing the User to convert Toonie Tokens held in the Wallets, in whole or in part, into the fiat currency these are representing by redeeming them with a bank transfer.

**Reference:** the payment reference assigned to each User used to purchase tokens for Wallet top-ups.

**Relationship:** the ongoing business relationship established between a Merchant and Toonie under this Agreement once the Merchant has successfully completed the registration process.

**Tap-to-Pay:** the service that enables the Merchant to accept payments with Debit/Prepaid cards from clients, on an Android device.

**Third Parties:** local communities other than the Merchant (such as online groups, associations, public administration, schools, universities, clubs, parishes, etc.).

**Third-Party Provider:** the Third-Party provider, authorised by the appropriate regulatory bodies in the relevant jurisdictions, appointed by the Company for the purpose of providing the Services. The current regulated Third-Party Providers are identified in [Section 1](#) (“Services”).

**Third-party Services:** the service offered within the Toonie App that involve external providers.

**Third-party Token:** a digital representation of a particular asset or utility, listed in [Annex 3](#).

**Token Issuer:** the external company/entity that owns the Third-party Tokens and uses Toonie’s services to sell them.

**Toonie Token:** utility token recognised by the symbol of the fiat currency used to purchase the token. Once purchased, the token is expendable and tradable exclusively on the Toonie platform for the purchase of services on the platform and has no legal status as a currency.

**Top-up/Deposit:** the means by which Toonie Users top-up their wallet.

**Transaction:** an electronic transfer initiated by the Merchant through the Services.

**Username:** means one of the two login elements chosen by the Merchant during the registration process, to login in the Toonie account and access the services.

**Wallet:** instrument for storage of the Toonie Tokens.

**Wallet Summary:** the pdf document with the transactions of a wallet, for a specific time period.

**Web App:** A web version which is currently limited to Merchant registration and KYC completion, and view of wallets balances and transaction history. All other services are available exclusively in the Mobile App.

**Website:** means the Company’s website <https://www.toonieglobal.com/> operated by the Company to provide the Services and information in relation to the Services.

All the references, inter alia, to e-money, Wallets, tokens, online payments, online transfers and/or platforms shall be made to the relevant definition section as contained in the T&Cs of the relevant services providers available at <https://quidglobal.com>

To access and use the Services you must have a mobile device (“Device”) that has the Toonie App installed. The App can be downloaded from the App Store (iOS) or Play Store (Android).

## **Services offered in Toonie App**

Toonie is not the E-Money and Payment Services provider. All the E-Money and Payment Services, including fiat currency exchanges are provided by the subsidiaries of Quid Ecosystem Group Ltd and the relevant T&Cs are available at <https://quidglobal.com/>.

Toonie allows its users to also access a Web App, which is a web version that is currently limited to Merchant registration and KYC completion, and view of wallets balances and transaction history. All other services listed in this section are available exclusively in the Mobile App.

Toonie provides the Merchant the services listed below:

### **1. Wallet opening and activation**

To activate the Wallet service, the Merchant shall register on the Toonie App and provide the information required. By entering into this Agreement, the Merchant

confirms to have read, understood, and accepted the T&Cs of the relevant service provider as stated above.

## 2. Wallet Top-ups

The Merchant can top-up its Toonie wallets with the methods currently available in the App, as listed below:

### (i) Bank transfer

- The Merchant can deposit funds in the wallet from an external account held with an authorised payment service provider.
- The account holder of the payer account must be the same as the wallet holder in Toonie.
- The Merchant must use the “**Reference**” provided in the App for the Toonie Tokens to be correctly allocated in the wallet.

Fees in relation to bank transfer wallet deposits are shown in the [Annex 4](#).

### (ii) Debit/Prepaid card

- The Merchant can deposit funds in the wallet by using a Debit/Prepaid card.
- The card holder of the card used for the top-up must be the same as the wallet holder in Toonie.
- Toonie does not accept wallet deposits using a Credit card.
- When the Merchant uses Debit/Prepaid cards to top up their own wallet, this top up method is subject to daily and monthly limits. See [clause 19](#) for limits.

Fees in relation to debit/prepaid cards wallet deposits are shown in the [Annex 4](#).

### (iii) PayPal

The Merchant can top-up Toonie wallets by using a PayPal account.

The top-ups via PayPal will be instantly credited in the Merchant’s wallet. Toonie does not charge any fees for using this service, however, any fees charged by the external provider will be charged to the Merchant.

The Merchant can also top-up the wallet with Debit/Prepaid cards via PayPal. Further information on PayPal Buyer Protection is available at <https://www.paypal.com>

See [Annex 4](#) to see fees related to the PayPal service.

### **3. Toonie Token Withdrawals**

The Merchant can convert all or part of the Toonie Tokens available in the wallet into fiat currency and redeem the available balance with the methods available in the App, listed below:

#### **(i) Bank transfer**

- From the withdrawal function in the wallet, the Merchant can create a payment method to link an external bank account.
- The holder of the external account must be the same as the Toonie wallet holder.
- Bank transfers will take from 2 to 5 working days to reach the external account.

Fees might be applied for the provision of the top-up service, please refer [to Annex 4 for more details](#).

### **4. Tap-to-Pay**

- This section applies to Merchants who use the Tap-to-Pay service to receive Debit/Prepaid card payments from their Customers, using an eligible Android device. This section does not apply to any Individual who uses Tap-to-Pay to make a payment to the Merchant. If a Merchant uses Tap-to-Pay to make a payment to another Merchant, they will be acting as a Customer, so these Terms will not apply to the Merchant when making that payment.
- Where a Merchant uses Tap-to-Pay to accept payments, the funds will be credited to their Wallet in line with the terms and conditions that apply to that Wallet.
- Merchants may use Tap-to-Pay to accept the following types of card payments:
  1. Contactless Visa and Mastercard card payments, excluding Credit Cards. The Customer can pay by tapping its card on the Merchant's Android device, as long as the card is enabled for contactless payments; and

2. Visa and Mastercard card payments via Apple Pay, Google Pay and Samsung Pay.
  - Toonie reserves the right to stop providing Tap-to-Pay as a service to any or all of our eligible Merchants at any time and at our discretion, without reason. The Merchant will be informed of this in due course to minimise disruption.
  - In case of a fault with your device or technical difficulties impacting your ability to accept customers' card payments, we won't be responsible for any inconvenience caused. Toonie will not be held accountable for any loss of revenue associated with using Tap-to-Pay and will not issue any refunds for money or sales lost as a result of using Tap-to-Pay.
  - The fees for using the Tap-to-Pay service are listed in [Annex 4](#)

For limits and restrictions on Tap-to-Pay, see [clause 2.9](#)

## 5. Peer-to-peer (P2P) payments

The Merchant, by using the E-wallet transfer services, will be able to carry out the following transfer options:

- (i) send Toonie Tokens, cryptocurrencies and Third-party Tokens available in the App to other Toonie users;
- (ii) Request transfers from other Toonie Users either by choosing a contact or via QR Code.
- (iii) Accept or reject transfer requests received from other Toonie Users.

## 6. Transaction logs

The Merchant can access the balance of the wallet and view the transaction history in the App, which includes:

- (i) the amount of each Transaction;
- (ii) a reference to identify the senders and receivers of the Toonie Tokens;
- (iii) any fees charged (including a breakdown of the fees);
- (iv) the debit/credit date of each transaction.
- (v) the transaction reference (“reason”).



The Merchant can download in pdf a monthly “Wallet Summary” or select custom range dates.

## **7. Pay-with-toonie**

Pay-with-Toonie is the checkout service that enables the Merchant’s customers to pay using internal Toonie payments for the products/services purchased on the Merchant’s website or E-commerce platform.

The Merchant displays in its website the Toonie payment option, which issues a QR Code for the customer to scan with the Toonie App and pay using the Toonie wallet.

## **8. ATM Service**

The ATM service enables Toonie users to make cash deposits to top-up their Toonie wallet and cash withdrawals from their Toonie Wallet, at an authorised Toonie Merchant.

- (i) To be able to provide this service to its customers, the Merchant must request for this service to be enabled, in the App.
- (ii) To be eligible to offer this service, the Merchant must provide all the information and supporting documents for the full KYC .
- (iii) The Merchant can only provide this service if the full KYC has been submitted and approved
- (iv) The currency of the cash deposit must be in the same local currency of the Merchant. Or another currency that is supported by Toonie.
- (v) Cash deposits and withdrawals in a currency other than the Merchant local currency will be subject to the Merchant’s approval. Toonie and the E-Wallet provider do not provide FX services in relation to the ATM Services.

The Merchant's commission for the provision of this service will be agreed with the Merchant before the service is enable in the App. Any commission agreed will be credited in the Merchant’s Toonie wallet after each successful transaction.

## **9. ATM Services (as a customer)**

Where applicable, the Merchant can make ATM deposits and withdrawals

In this instant, the Merchant will be acting as a customer of another registered Merchant that is enabled to offer the ATM services.

Cash deposit services are limited to Merchants with Full KYC enabled.

[Section 2](#) of this agreement set the limits imposed on the cash deposit service.

When the Merchant uses the ATM services as a User, fees will apply. See [Annex 4](#).

## **10. QR Code Scanner**

The Merchant has access to a QR Code reader in the Toonie App. To use this, the Merchant shall be using the Toonie App on a device with access to a Camera.

By using the QR Code Scanner, the Merchant is able to:

- (i) Scan the User's QR Code for offer redemption;
- (ii) Scan the User's QR Code for transfers related to offer redemption;
- (iii) Send internal Transfers to other Toonie Users;
- (iv) Receive internal Transfers from other Toonie Users.

## **11. Offers**

The Merchant has the option to receive Toonie Tokens from Toonie Users by using Toonie's Peer-to-Peer payments, which include QR Code transfers and/or Wallet-to-Wallet Transactions or by using external payment methods of their choice, such as cash and/or External Debit/Credit card payments.

The services for offers that are available in the App for the Merchants are listed below:

### 11.1 Create an Offer

- The Merchant can promote their products and/or services via the voucher platform by creating discounted offers and new opportunities.
- Choose Offer Type - Offers can be redeemed online or physically in the Merchant's "Shop" with an external transaction between the User and the Merchant, which Toonie is not part of, nor responsible, for the transaction;
- Choose Offer Frequency - Offer frequency can be "Once-Only", where Users are able to redeem them one time only and then they will disappear from the system or "Multiple", where the User is able to redeem this offer unlimited times until the offer expires;
- Personalise the Offer by inserting pictures and written details of the product/service promoted;
- Decide the offer start and expiry date and elapsed time;
- Expired offers can be reactivated;
- Review and confirm the offer's pictures and details before publication;
- The Merchant shall not upload content that may be considered violent, threatening, liable to incite racial hatred, in breach of confidentiality or privacy, discriminatory, defamatory, offensive, unlawful, pornographic, obscene, indecent, profane or which may cause distress or discomfort.

### 11.2 Offer Redemption

- The Merchant selects the transfer method the User prefers - using in App transfer services provided by the transfer service provider or an external method;
- The Merchant inserts the token amount to be received from the User;
- The Merchant sends the transfer request related to the Offer redemption to the User if settling via Toonie;
- If the User has accepted the transfer, the Merchant will immediately receive the requested Toonie Tokens in the wallet.

All services, such as Offer redemption, must be settled in the same Toonie Token of the represented fiat currency chosen by the Merchant.

Toonie is not responsible for any transfer between the Merchant and the Merchant's customer that are not settled in the App nor has any liability on the product/service sold by the Merchant.

Any dispute regarding the vouchers redeemed from a Merchant in Toonie App, will need to be disputed directly between the User and the Merchant, Toonie can assist in providing the transaction details.

## **12. Subscription**

The Merchant can choose between two subscriptions, Free and Premium.

Please refer to [Annex 4](#) to see the difference between the two different Subscriptions and the pricing of each.

The monthly fee for the Premium subscription will be debited from the Main Wallet on the first day of each month.

The Merchant must ensure there are enough Toonie Tokens in the Wallet to cover the monthly subscription fee. A notification will be sent to remind the Merchant of the monthly subscription fee before the subscription expires.

If there are insufficient Toonie Tokens in the wallet to cover the monthly fee, the services might be suspended until all the fees due to Toonie have been paid in full.

## **15. Invite Users**

The Merchant can invite other users via email or text to join the Toonie Community.

## **Services limits and restrictions**

Toonie and/or Third-party Providers may impose limits and restrictions at their own discretion on the services available to the Merchants in the App, and you will be notified of such changes via email or via the App.

Limits related to FX and Third-party Tokens will not be listed in this section but are mentioned in the relevant sections.

## **16. Wallet and Account Limitations**

The E-wallet provider sets the limits on the balance of the Merchant's wallet. Upon successful registration, the wallet balance is limited to 300 Toonie Tokens. This is the

maximum balance that can be held until full KYC is submitted and approved. The Merchant is invited to provide additional information related to the business and supporting documents within 1 month from the date the wallet was enabled or in the event that the balance of the wallet reaches and/or goes over the 300 Toonie Tokens limit. The E-wallet provider in its sole discretion may update those limits to adhere with their internal policies and regulatory requirements. In addition to the balance limits, specific limits might be applied to the Merchant. The Merchant will be notified if any additional limits are imposed on the services offered in the App.

## 17. ATM services

The limits listed in this section apply to individual Users and when the Merchant will act as a Customer

### (i) ATM Deposits

Deposit method	Transaction limit	Daily limit	Monthly limit
Cash	150	150	500

### (ii) ATM Withdrawal Limits

Withdraw method	Transaction limit	Daily limit	Monthly limit
Cash	150	150	500

## 18. Offers

- On Free subscription, the Merchant can create a maximum of 2 free offers per month.
- On Android devices, the Merchant can purchase additional offers for 2.99. This service is not available on iOS devices.
- The Merchant can purchase the Premium subscription for 29.99 a month for the creation of unlimited offers per month.

## 19. Wallet top-ups

### (i) Debit/Prepaid Cards

- Daily limit of 300 regardless of the number of transactions made.
- Monthly limit of 3000 regardless of the number of transactions made.

## 20. Tap-to-Pay

This service is only available to Merchants that have an enabled wallet in Toonie.

Tap-to-Pay single transaction is limited to a maximum amount of 300 (any currency available in the App).

Merchants receiving payments from customers via Tap-to-Pay can only receive in a currency of the Country they are incorporated in.

- (i) Merchants in the UK can only receive Tap-to-Pay payments in GBP.
- (ii) Merchants in Switzerland can only receive Tap-to-Pay payments in CHF.
- (iii) Merchants in Italy can only receive Tap-to-Pay payments in EUR.
- (iv) All other Merchants in Countries with Tap-To-Pay available will be set to EUR.

## 21. Chargeback

E-wallets and Toonie Tokens are a type of product that cannot be chargeback disputed when the Wallet is topped-up by a Debit/Prepaid card. Further details are available at [https://www.paypal.com/uk/webapps/mpp/ua/legalhub-full?locale.x=en\\_GB](https://www.paypal.com/uk/webapps/mpp/ua/legalhub-full?locale.x=en_GB).

The card will only be used to purchase Toonie Tokens to be deposited in the E-wallet, no card payments are made in the Toonie App to redeem offers or transfer tokens to another user in Toonie. Once the card transaction is settled and the amount has been used to purchase the Toonie Tokens to be credited to the E-wallet, the User will be able to use the E-wallet services. The User is able to redeem the token present in the E-wallet.

## 22. Rejected Payments

Toonie and our Third-party Providers reserve the right to reject, cancel, delay or block any payment for any reason, which include any of the reasons listed below:

- (i) providing Services to a User or processing a particular payment that would constitute in a violation of the applicable law;
- (ii) the User fails to provide adequate verification of your identity or the purpose of your Payment;
- (iii) the User fails to provide any additional information requested by us;
- (iv) the User provides false or misleading information;
- (v) Toonie believes that the Payment is unauthorised, fraudulent or inauthentic;
- (vi) the User has insufficient funds in the relevant source currency to cover the full amount of the Payment (including any applicable Fees); or
- (vii) the User is otherwise in breach of these Terms and Conditions

## 23. Exchange Services

The Exchange service allows the User to execute FX conversions between the available Toonie Tokens and third party tokens in the App. Please refer to [Annex 1](#) to see the list of available currencies.

Toonie may set limits on the amount the User can convert at any given time. Toonie will notify the User that the Currency Conversion cannot be executed in the App.

Before using our Exchange service, you must acknowledge and agree to these Terms & Conditions and assume full responsibility for any risks associated with the Currency Conversions.

### 23.1 Exchange Rate

The exchange rate applied to Conversions will be quoted in the App when booking the Conversion and/or FX Payment. The User has 10 seconds to accept the Exchange Rate calculated, after which it will expire, and a new rate will be calculated. The final exchange rate accepted by the User will be stated on the confirmation page in the App and will be available for the User to see at any time on the conversion receipt.

Toonie will charge the User a commission on the Exchange Rate provided by our Regulated Third-Party Provider, which will vary depending on the day the conversion is booked.

## **24. Third-party Tokens Purchase**

The Tokens available for purchase within the App, listed in [Annex 3](#), are issued by third-parties. Prior to committing to any Token Purchase, you must acknowledge that you have read the risk disclaimer, and you have taken the adequate measures to conduct your own due diligence on the Token Issuer. The risk disclaimer and the Whitepapers for each Token are accessible for review in the App and on our website [www.toonieglobal.com](http://www.toonieglobal.com). The User will not be able to proceed with the purchase of Tokens unless the risk disclaimer has been read and accepted.

The Third-party Token Issuers, may impose restrictions, and the User will be notified in the App of any changes.

Each token will have its own restrictions within the Toonie App. Each section of a specific token will list its the limits.

When the purchase of the Token is completed, a new wallet will be opened automatically to store the value of the Tokens, and you will be able to view the balance of the wallet at any time within the App.

Toonie only facilitates the purchase of the Tokens by providing the Exchange service.

The Tokens available for purchase in the App, [listed in Annex 3](#), are subject to the rules and legalities of the external company that issued the Token (the Token Issuer).

Certain third-party tokens may have promotion rewards.

### **24.1 EXAU Gold Token**

EXAU Gold token is backed by 24k LBMA certified physical gold. The physical gold is held in custody in Switzerland by a third-party provider. The token is issued by Ephelia Capital Sagl. Ephelia Capital is a company registered in Switzerland with registration



number CHE-207.690.381. Ephelia Capital is an asset manager authorised and regulated by Swiss Financial Market Supervisory Authority FINMA.

Toonie is not the EXAU Gold Token Issuer. Toonie only facilitates the purchase of the token by making it available in the Exchange. Toonie users should visit the website at this link <https://www.exaugold.io/> for further information on the Token structure and features.

## 24.2 Limits and Redemptions

These are the current restrictions in the Toonie App for the EXAU Token:

- The User can only purchase Tokens using tEUR Tokens available in the Toonie Wallet.
- Tokens cannot be transferred to an external cold or hot wallet.

Toonie and Ephelia Capital at their own discretion, may limit the purchase and redemption of the EXAU Gold token, any applicable limits will be shown in the App before committing to any purchase or redemption.

Toonie Users may redeem the physical gold token issued by Ephelia Capital. The minimum amount to redeem is one troy ounce. To redeem the token, tap on the Redeem button in the App, and this will submit a request. A representative from EXAU will contact you to discuss your options.

Once the physical gold has been issued by Ephelia Capital and available for collection at our Lugano office by the Toonie User, the equivalent value held as a digital Token in the wallet balance in Toonie will be deducted.

## 24.3 Token Value

The EXAU token represents physical gold. The value is tied directly to the real-time market value of the physical gold. The token value shown in the App includes the margin applied by Ephelia Capital and any other applicable costs applied by third-party providers.

## 25. Crypto Services

The Exchange product allows Toonie Users to purchase/exchange cryptocurrencies. The Crypto Services are offered in Toonie by Ephelia Corporate (ITA) SRL, (hereafter referred to as Ephelia). Ephelia is licensed by the Organismo Agenti and Mediatori (OAM) to operate as a Virtual Asset Service Provider (VASP).

By entering into this Agreement, you are appointing Ephelia as your agent to provide you with the Crypto Services available in the Toonie App. Ephelia will also act as your nominee to hold on your behalf the cryptocurrencies purchased in the Toonie App.

The Crypto Services in the Toonie App are not investment services. Toonie and Ephelia do not provide any investment advice in relation to the Crypto Services. You should carefully read the risk of Cryptocurrencies in [clause 25.7](#) of this Agreement before committing to buying any Cryptocurrency.

### 25.1 Cryptocurrencies available

The cryptocurrencies available purchasable through the Exchange are shown in the App and listed in [Annex 2](#). Ephelia, at its own discretion, may add or stop offering cryptocurrencies. The User may receive a notification in the App or via email if any changes are made to the available cryptocurrencies.

### 25.2 Buying Cryptocurrencies

To purchase and/or exchange cryptocurrencies, you must have an active Toonie wallet, and you must have sufficient funds in your wallet to complete the exchange. You can choose to buy or sell a fixed amount to exchange cryptocurrencies or Toonie Tokens. The App will calculate the amount to be sold or bought based on the current exchange rate, which includes Toonie's commission. For fees applied on the service, see [clause 25.5](#) and [Annex 4](#).

You will own the rights to the financial value of any cryptocurrency we buy for you. Ephelia will hold your cryptocurrencies on your behalf, and you will have a right (called a 'beneficial right') to them. The amount of cryptocurrencies that Ephelia holds on your behalf is shown in Toonie App in the balance of your wallets.

### **25.3 Exchange Rate**

Exchange rates provided in the Toonie App are set by Third-party Providers. It is a variable exchange rate which means it is constantly changing, and you can always see the current rate in the App before you make an exchange, as well as after you make an exchange in the transaction details.

### **25.4 Limits**

The use of the Crypto Services may not be available to some Toonie Users, depending on their country of residence or incorporation of the Merchant. Ephelia reserves the right to change the permitted jurisdiction to comply with its license requirements.

Ephelia may limit the amount of cryptocurrency you can buy, and you will be informed of any limits imposed before making the purchase.

### **25.5 Fees**

Toonie will apply a commission on the exchange of cryptocurrencies. The fees that are charged for exchanging the cryptocurrencies available in Toonie, which are listed in [Annex 2](#), are as listed below:

Toonie will apply a 3% mark-up on the live exchange rate during week days and 5% during the weekend.

The weekday rate will start on Monday at 08:00am (UK time) and end on Friday at 2:30pm (UK time) on Friday.

### **25.6 Using your Cryptocurrency**

To use the Crypto Services in the App, Ephelia may require additional KYC information and supporting documents; failing to provide such information and documents upon request, Ephelia will reserve the right to limit or disable the use of the Crypto Services to you in the Toonie App.

You will not be able to deposit any cryptocurrency from an external cold or hot wallet into your wallet in the Toonie App.

You can transfer cryptocurrencies to other Toonie Users and Merchants in the App, and the transfer must be to a wallet in the same cryptocurrency you are transferring from. Once the transfer is complete, your beneficial right to the relevant amount of cryptocurrency will be transferred to the User or Merchants receiving the transfer.

You can exchange your cryptocurrencies back to Toonie Tokens. Toonie and Ephelia will not be liable for any losses, whether realised or unrealised, when you exchange or sell back the cryptocurrencies in your wallet.

## **25.7 Risks of Cryptocurrencies**

Cryptocurrencies are not regulated products. Cryptocurrencies bought in the Toonie App are not protected by any Financial Services Compensation Scheme or any bank guarantee.

There are several risks associated with cryptocurrencies, and you should carefully assess whether it is appropriate for you to buy cryptocurrencies. By accessing and using the Crypto Services, you represent and warrant that you have read and understand the risks of cryptocurrencies' these risks may include but are not limited to:

- **Cybersecurity:** the nature of the cryptocurrency as a digital product will increase the risk of being subject to digital crime
- **Regulatory landscape:** the regulation (or lack of regulation) of cryptocurrency or crypto exchanges can change at any time. Any change is likely to affect the value of any cryptocurrency we hold for you
- **Price Volatility:** the price of a crypto-asset is based on the perceived value of the crypto-asset and is subject to changes in sentiment, which make these products highly volatile. Certain crypto-assets have experienced daily price volatility of more than 20%. Therefore, there is a high volatility risk, and holders may suffer significant losses.

## **26. App Use**

Set below are the conditions for the Merchant to establish a Relationship with Toonie.

- The Merchant must declare that is not acting on behalf of, or for the benefit of anyone else.

- The Relationship with Toonie must be in the name of the Merchant only. Toonie has no responsibility to any other person or entity except the Merchant under this Agreement.
- The Merchant cannot assign or transfer the Relationship with Toonie to others or otherwise grant any other person a legal or equitable interest over it or the relevant Wallet. This does not affect any transfer that takes effect under the general law, for example by way of succession upon death or liquidation.
- The Merchant confirms and agrees that the login details (including the Username and Password and other security information that is personal to the User that Toonie requests for access) shall not be shared with anyone and be always kept private.
- The Merchant understands that it must not distribute, publish or otherwise pass the App onto anyone else.
- The Merchant understands that the App is not developed for specific needs of a specific Merchant, but for general use.

When downloading and using the Toonie App, Toonie has access to some Device information, such as Internet Protocol address, device name, OS version and geo-loc; and when you use the App, it connects via your Internet connection.

By accepting this Agreement, you agree not to:

- translate, adapt, vary, modify, violate, circumvent, reverse-engineer, decompile, disassemble, create derivative works or otherwise interfere with any element of the App, or assist another person to do so;
- use the App in any unlawful manner, for any unlawful purpose, in any manner inconsistent with this Agreement, or act fraudulently or maliciously (e.g. by hacking into or inserting malicious code or harmful data into the App or any connected operating system);
- attempt to install or use the App on any jailbroken/rooted device. Jailbroken devices refer to any devices where software restrictions imposed by iOS, Apple's mobile operating system, are removed. Rooted devices refer to any device where is attained privileged control (known as root access) over various Android, Google's mobile operating system, versions;
- collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running any service;

- upload any content that is or may be considered violent, threatening, liable to incite racial hatred, in breach of confidence or privacy, discriminatory, defamatory, abusive, unlawful, pornographic, obscene, indecent, profane, or that may cause annoyance or inconvenience.

We may terminate the use of Toonie services, including access to the App if it is used for any illegal or immoral purpose and if you use offensive, obscene, vulgar, blasphemous or slanderous terms concerning Toonie and its employees and/or representatives or commit a material or persistent breach of this Agreement.

If the Relationship with Toonie has ended, we recommend for privacy and security purposes to delete the App from all your devices.

From time to time, we may update or modify the App for the following reasons:

- to reflect changes in relevant laws and regulatory requirements;
- to offer new services; and/or
- to implement minor technical adjustments and improvements.

We will inform you when upgrades are available for the App. Some of these upgrades may be compulsory if you're to continue using the App, and some older versions of the App may become obsolete or cease to be supported over time.

We will assume you've obtained permission from the owners of any devices you use but don't own, to download or install a copy of the App. Either or both of you may be charged by your service provider for Internet access on the devices.

By using the App, you're allowing us to collect and use technical information about the devices and related software, hardware and peripherals. This allows us to improve our products and to provide our services to you.

The Customer must adhere to this agreement when using the services provided by Toonie in the platform and are subject to this agreement.

## **27. App availability**

There are times when we may need to carry out planned maintenance on the App. When we do this, all or some of the features on your App might be unavailable for a period of time. Therefore, we will ensure that we give you an advance notice prior to the update.

In the event of unplanned maintenance (for example, a technical fault or system error), we'll make every effort to restore the services as quickly as possible.

We are not held responsible for any liabilities arising from the App being unavailable due to any technical issues that are beyond our control. This includes unavailability of connectivity and technical issues with your Device.

## **28. App analytics**

To ensure we're offering you the best experience we can, we'll record events within the App, including page dwell time, time to complete processes, and how you use the App. This may also include the use of location data, connectivity type and technical device specifications. We do this to help with any problems we may encounter and monitor App usage and make improvements.

## **29. App Security**

To access the App, you are required to create or be given security details such as the password. You are responsible for keeping your mobile device and security details safe and ensuring that no one else can access the App without your authorisation.

You must take all reasonable steps to avoid the loss, theft or misuse of your mobile device. Do not disclose any details about the Services to anyone except where necessary to authorise a Transaction.

If you suspect that the Wallet or security details have been compromised, you must notify us immediately. You must always keep your security details safe and not disclose them to anyone. Failure to comply with this may be treated as gross negligence and may affect your ability to claim any losses.

### **30. Approve Transactions**

Where a Transaction shall be approved by the Individual, who could refuse such Transaction request, if the amount or the sender does not fit with the underlying purchase or for any other reason.

Once a Transaction is approved, its consent cannot be withdrawn.

### **31. Execution time of Transactions**

All Transactions are executed in the local currency.

If you are the sender of the Transaction, we execute the Transaction by transferring the amount of the transfer to the receiver when the transfer is confirmed by the App.

If you are the receiver of the Transaction, we credit the transaction amount to your Wallet when the App confirms the transfer receipt.

### **32. Fees**

Any fees or charges applicable for you using Third-Party Services and/or the Related Services, will be shown to you in the App.

Please refer to [Annex 4](#) for the list of charges applied for the Services that Toonie provides.

Fees applied to the Merchant and the fee schedule are subject to change at any time and without notice, unless required by law.

Third-party Providers such as the Acquirer used for the Wallet top-up via Debit/Prepaid card, and the external payment service provider used to top-up the Wallet may charge fees related to the service, which will be charged to the Merchant.

Toonie is not responsible for any fees charged by external institutions and the Merchant will always receive in the Toonie Wallet the net amount received.



Any fees charged by third-parties will be deducted from your Wallet balance, therefore, if you do not have sufficient funds to cover the fees, your instructions will not be accepted or processed.

## **33. Communication**

### **33.1 How you may contact us**

You may contact us using the Contact Us function in the App. Alternatively, you may contact us by email [support@toonieglobal.com](mailto:support@toonieglobal.com) or post at Toonie Customer Service at 7 Bell Yard, London, WC2A 2JR, United Kingdom

### **33.2 How we may contact you**

We will typically contact you using the App. However, if necessary, we may contact you by email, via push notifications, social media or by phone call, using the details you provided in the App.

If those details change, you should inform us as soon as possible.

### **33.3 Language**

This Agreement is written in English since the User has already granted its consent. Any communications related to this Agreement will be in English, and any translation into other languages is considered as a mere courtesy translation.

Where this Agreement, other terms and conditions or any notice or other document relating to this Agreement is provided in a language other than the English language, then the English language shall prevail if there is a conflict, provided that the language at the place of the User's residence or domicile may also be applied if mandatory applicable User-related provisions are concerned.

### **33.4 Copy of Agreement**

On its execution date, this Agreement will be made available to you in a digital format. You can view and download this agreement from the App and the Website.

Additionally, you can contact us to request a copy of this Agreement, which we will send to you by email free of charge.

### **34. Suspending the Services**

We may suspend your use of the Services if we have reasonable concerns about the security of the services offered in the platform or suspect the Services are being used in a fraudulent, immoral or unauthorised manner or there is a material breach of your obligations under this agreement, as well as in case you have used offensive, obscene, vulgar, blasphemous or slanderous terms to Toonie and its employees and/or representatives. In that case, your access to the App and the use of the Services may be temporarily suspended.

We will notify you of any such suspension as soon as possible and of the reasons for the suspension unless to do so would compromise reasonable security measures or otherwise be unlawful.

We may lift the suspension and, where appropriate, issue new security details free of charge as soon as practicable should the reasons for the suspension cease to exist.

### **35. Liability**

You are liable for all losses incurred in respect of the use of the Services, if:

- (i) you have acted fraudulently; or
- (ii) you have intentionally or with gross negligence failed to look after and use the security details in accordance with the Agreement;
- (iii) If your customer creates the condition where a Toonie operator and Toonie itself incur costs in resolving the issue to credit or reject the money received on the Merchant's Wallet. The resolution of the issue and the associated cost is defined unilaterally by Toonie, and the costs will be collected during settlement or at the end of the month.

The Company is not responsible for the safety, legality, quality or any other aspect of the goods and services purchased using the In App Services. Any complaints should be made directly between the Merchant and the Customer.

The Merchant may provide a refund to the Customer through the Service, the refund can only be made if there are sufficient tokens in the Merchant E-wallet.

### **35.1 Investigation**

If an investigation shows that any disputed Transaction was authorised by you or that you may have acted fraudulently or with gross negligence, you will be liable for the losses we suffer in connection with the Transaction including but not limited to the cost of the investigation.

### **35.2 Refusal**

In certain circumstances we may refuse to complete a Transaction that you have authorised. These circumstances include:

- if we have reasonable concerns about the security of the Wallet or we suspect the Services are being used in a fraudulent or unauthorised manner;
- if there are insufficient tokens in the Wallet to cover the Transaction and all associated fees at the time that we receive notification of the transaction;
- if we have reasonable grounds to believe you are acting in breach of the Agreement; or
- if we are required to do so by law.

Unless it would be unlawful for us to do so, where we refuse to complete a Transaction for you, we may notify you as soon as reasonably practicable that it has been refused and the reasons for the refusal together, where relevant, with the procedure for correcting any factual errors that led to the refusal.

## **36. Cooling off**

The Merchant shall have a period of 14 days to exercise your statutory right of withdrawal from this Agreement without penalty and without giving any reason. This period shall begin from the acceptance of this Agreement. It is understood that any Transaction carried out during the 14-day period is not affected by that withdrawal.

## 37. Variations

**37.1** The Company may change the Terms and Conditions of this Agreement, including Fees and limits by providing the Merchant with up to sixty (60) calendar days' notice by a written communication and will ensure the most recent version is always available on the Website or in the Merchant dedicated area:

- a) to reflect the introduction or development of new systems, methods of operation, services or facilities;
- b) to reflect a change or an expected change in market conditions, general good practice or the cost of providing services to the merchant by the Company;
- c) to conform with or anticipate any changes in the law or taxation, any codes of practice or recommendations made by the relevant regulatory authorities;
- d) to take account of a ruling by a court, ombudsman, regulator or similar body;
- e) to rectify any mistake that might be discovered in due course.

**37.2** The Company may make some changes to the Agreement immediately, without prior notice, if they:

- a) are required by law, or by a regulatory body within a certain timeframe;
- b) are favourable to the User, such as the introduction of a new feature which would benefit the User;
- c) relate to the addition of a new service or extra functionality of the Wallet, Dashboard or the Company Services and do not affect terms relating to the existing Services.

**37.3** The User may terminate the Services at any time within fifteen (15) days from the new Terms and conditions is applicable if the User does not agree with the changes to the Agreement. Otherwise, it will be deemed that the User has accepted the changes to the Agreement.

**37.4** If any part of this Agreement is inconsistent with any regulatory requirements, then such part shall not apply but shall be treated as if it did reflect the relevant regulatory requirement.

**37.5** Any delay or failure to exercise any right or remedy under this Agreement by the Company shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

## **38. Termination**

**38.1** Toonie may terminate this Agreement for the following reasons:

a) at any time by giving thirty (30) days' prior written notice. Any available tokens balance in the E- Wallet will be converted and returned to the Merchant;

b) with immediate effect upon breach of this Agreement by the Merchant or upon Toonie's reasonable belief that the Merchant has used or intended to use the Services in a grossly negligent manner or for fraudulent or other unlawful purposes, or if the Merchant refused to provide all information and documentation requested by Toonie and if the Merchant has not complied with any of the obligations undertaken under this Agreement.

c) the E-wallet has a negative balance for 3 consecutive months.

**38.2** The Company may suspend the Services at any time with immediate effect and until the Merchant default has been remedied if:

a) The Merchant has provided the Company with incorrect or false personal information;

b) A transaction has been declined for breaching this Agreement;

c) the Company will advise the Merchant of the suspension unless prevented to do so by law.

**38.3.** The Merchant may terminate the Agreement and close the E-wallet at any time by giving Toonie thirty (30) days prior written notice to [support@toonieglobal.com](mailto:support@toonieglobal.com).

## 39. Duration

This Agreement is a framework contract of indefinite duration, unless terminated by either party, subject to [clause 34](#).

## 40. Redemption and expiry

You may redeem all or part of the tokens held in the Wallet at any time by following the instructions made available to you in the App. We will transfer your funds to your bank account. It is not possible to redeem your funds to a bank account that is not under your name.

## 41. Privacy Policy

With respect to our Privacy Policy, please refer to <https://www.tooniegloba.com/privacy-policy>

## 42. Complaints

**42.1** Toonie takes all complaints seriously. In the first instance, the customer can contact us via:

a) Email: [complaints@tooniegloba.com](mailto:complaints@tooniegloba.com)

b) Post: 7 Bell Yard, London, WC2A 2JR

**42.2** If possible, the Merchant should clearly indicate they are wishing to make a complaint. This helps Toonie to distinguish a complaint from a mere query. To assist Toonie's review, the Merchant must provide the reason the complaint and as much relevant information as possible.

**42.3** The complaints procedure sets out the process for submitting and resolving any complaints. The Merchant may request a copy of the complaints policy and procedure at any time by contacting customer services via the email [complaints@tooniegloba.com](mailto:complaints@tooniegloba.com) or consulting the dedicated area of the Website.

**42.4** A final response to the complaint, or a letter explaining why the final response has not been completed, will be sent to the Merchant within three working days from the complaint. If the Company is unable to resolve your complaint within three working days from the day it is received, the Company will send to the Merchant a prompt written acknowledgement to advise that the Company has received the complaint and they are dealing with it.

**42.5** Toonie is committed to ensure that all complaints are fairly addressed. However, if the customer is not satisfied with the outcome, or if two months have passed and Toonie has been unable to respond, the following options are available.

a) additional information can be provided by the customer to support the complaint. If so, Toonie would welcome the opportunity to resolve the matter in full.

b) Alternatively, the Individual may choose to refer the complaint to the Financial Ombudsman Service for an impartial review.

### **43. Intellectual Property Rights**

All content included in our App (including all user-facing material, and all underlying material such as code, software and databases) and the copyright and other intellectual property rights in that content, unless specifically labelled otherwise, belongs to or has been licensed by us. All content is protected by applicable local and international intellectual property laws and treaties.

By Intellectual Property Rights, we mean all vested, contingent and future intellectual property rights including, but not limited to, copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, set-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created to which the Licensor may be entitled.

### **44. Website Links**

We may provide links to other content such as websites, web apps and downloadable apps. Unless expressly stated, this content is not under our control, and we neither assume nor accept responsibility or liability for such third-party content. The provision

of a link by us is for reference only and does not imply any endorsement of the linked content or those in control of it.

#### **45. Force Majeure**

We are not liable for any breach of the Agreement where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all effects to the contrary. Nor are we liable where the breach is due to our legal obligations.

#### **46. Severance**

If any term or provision in the Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the Agreement, but the validity and enforceability of the remainder of the Agreement shall not be affected.

#### **47. Assignment**

We may assign the receivables and the rights and obligations arising out of this Agreement to another company at any time by providing you with prompt notice of this. If we do this, your rights will not be affected.

#### **48. Governing law and jurisdiction**

This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.



## Annex 1

### Available currencies

Currency	Definition
<b>GBP</b>	shall mean the lawful currency of the United Kingdom.
<b>EUR</b>	shall mean the lawful currency of Eurozone.
<b>CHF</b>	shall mean the lawful currency of Switzerland.
<b>USD</b>	shall mean the lawful currency of the United States

Toonie Token	Definition
<b>tGBP</b>	shall mean the token equivalent to the lawful currency of the United Kingdom, with a 1:1 value.
<b>tEUR</b>	shall mean the token equivalent to the lawful currency of Eurozone with a 1:1 value.
<b>tCHF</b>	shall mean the token equivalent to the lawful currency of Switzerland with a 1:1 value.
<b>tUSD</b>	shall mean the token equivalent to the lawful currency of the United States with a 1:1 value.

## Annex 2

Available cryptocurrencies

<b>BTC (Bitcoin)</b>
<b>USDT (Tether)</b>
<b>USDC (USD Coin)</b>
<b>ETH (Ethereum)</b>

## Annex 3

Available tokens

<b>EXAU (EXAU Gold)</b>
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## Annex 4

Applicable fees

### FREE Subscription

<b>SERVICE</b>	<b>CH</b>	<b>IT</b>	<b>UK</b>	<b>US</b>
App Download	Free	Free	Free	Free
Subscription	Free	Free	Free	Free
Offer Creation (first 2)	Free (pcm)	Free (pcm)	Free (pcm)	Free (pcm)
Additional Offer Creation	2.99	2.99	2.99	2.99
QR Code Scanner	Free*	Free*	Free*	Free*

### PREMIUM Subscription

SERVICE	CH	IT	UK	US
App Download	Free	Free	Free	Free
Subscription	29.99	29.99	29.99	29.99
Offer Creation	Free	Free	Free	Free
QR Code Scanner	Free	Free	Free	Free

\*The applicable fee is charged in the currency of the relevant Wallet. Depending on the sending bank and the sending Country, there may be charges applied by banks or payment providers external and internal to this agreement that will be paid by the user and will be deducted in the purchase and sell of the token. Toonie does not have to ask the user for any confirmation in deducting and then charging the user for these costs.

### Wallet deposits and withdrawals

	CHF	EUR	GBP	USD
Local payment (withdrawal)	Max (2, 0.4 + amount*0.003)	Max (2, 0.4 + amount*0.003)	Max (2, 0.4 + amount*0.003)	Max (2, 0.4 + amount*0.003)
SWIFT Payments (withdrawal)	(25 + amount *0.003)	(25 + amount *0.003)	(25 + amount *0.003)	(25 + amount *0.003)
Local payment (deposit)	Free*	Free*	Free*	Free*
SWIFT Payments (deposit)	Free*	Free*	Free*	Free*

\* Charges may be applied by your payment provider used to top-up your wallet; Toonie does not charge any fees on bank transfer deposits.

Additional and bespoke fees may apply depending on the nature of the Merchant's business. The Merchant will be made aware of the costs by electronic or verbal means and automatically accepts 30 days after the first monthly statement with updated fees.

Acquiring (deposits)

	<b>CHF</b>	<b>EUR</b>	<b>GBP</b>	<b>USD</b>
PayPal Deposit	Free + Acquiring Fee*	Free + Acquiring Fee*	Free + Acquiring Fee*	Free + Acquiring Fee*
Debit/Prepaid card deposit	2% + 0.25	2% + 0.25	2% + 0.25	2% + 0.25

\*Charges may be applied by the acquiring provider. These charges will be paid by the customer, and will receive the net amount on the wallet.

Tap-to-Pay

	<b>CHF</b>	<b>EUR</b>	<b>GBP</b>	<b>USD</b>
Transaction Costs	2.5% + 0.25	2% + 0.25	2% + 0.25	N/A

The Tap-to-Pay fees above are based on the standard Merchant Agreement. Customised fees may be agreed with the Merchant and will be reflected in the App.

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