



(Version 3.0 – 20 May 2026)

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General Terms and Conditions for the service “Toonie Individual”

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 30 Welbeck Street, London, W1G 8ER, United Kingdom.

Toonie is a software development and technology company that develops and operates the Toonie native mobile application (the “App”) available on the Apple App Store (iOS) and Google Play Store (Android). Through the App, Toonie makes available to the User a set of services that are provided, on a white-label “powered by” basis, by regulated entities of the Ephia Group and by third-party regulated providers, as further detailed in Annex 3.

Toonie is not an electronic money institution, payment institution, virtual asset service provider, crypto-asset service provider, money transmitter, money services business, bank or credit institution in any jurisdiction. Toonie acts solely as the operator of the technical platform and as commercial introducer/distributor of the regulated services provided by the entities listed in Annex 3.

These terms of use constitute an agreement (the “Agreement” or “Terms and Conditions”) between you (“you”, “your” and “User”) and Toonie governing your access to and use of the App and the Services.

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).

Acquirer: means the regulated card acquiring service provider engaged by Toonie to enable the User to top-up the FIAT Wallet by debit/prepaid card. The Acquirer is Stripe, acting through its locally licensed entity in each jurisdiction (Stripe Payments UK Ltd in the United Kingdom; Stripe Payments Europe Ltd in the European Economic Area and Switzerland; Stripe, Inc. in the United States; Stripe Canada Inc. in Canada; and Stripe New Zealand Limited in New Zealand).

Acquiring: means the card-network payment acceptance service used solely for the top-up of the FIAT Wallet, as further described in Section “Services offered in Toonie App – Acquiring”.

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 the Service Providers (as defined in Annex 3) through the App and accepted by the User.

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

App: Toonie’s native mobile application downloaded on a mobile phone or tablet from the Apple App Store (iOS) or the Google Play Store (Android).

Available Balance: the value of FIAT funds in electronic money form, or of es-Currencies and supported stablecoins, held in the relevant Wallet and available for use by the User.

Card: means the VISA-branded debit or prepaid payment card linked to the FIAT Wallet, issued by the Card Issuer to Users resident in the European Economic Area, Switzerland or the United Kingdom only, as further described in Section “Services offered in Toonie App – Debit/Prepaid Card”.

Card Issuer: means Wallester AS, a company incorporated in Estonia, authorised and regulated by the Estonian Financial Supervision and Resolution Authority (Finantsinspektsioon) as an electronic money institution and acting as the principal member of Visa for the issuance of the Card.

Chat: the online exchange of messages in real time with one or more simultaneous Toonie Users within the App chat system.

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

Crypto Wallet: the wallet for the custody, on-chain transfer and exchange of es-Currencies and other supported stablecoins, made available to the User in accordance with the residence-based mapping set out in Annex 3. The Crypto Wallet is not offered to Users resident in the European Economic Area.

Currencycloud: means both The Currency Cloud Limited, a company incorporated in England and Wales, authorised by the UK Financial Conduct Authority as an authorised electronic money institution (FRN 900199), and Currencycloud B.V., a company incorporated in the Netherlands, authorised by De Nederlandsche Bank (DNB) as an Electronic Money Institution DNB register number: R142701, each part of the Visa group, providing electronic money issuance, multi-currency named and virtual IBAN accounts, cross-border payments and foreign exchange execution services for which Ephelia SwissTech acts as authorised distributor for the United Kingdom and the European Economic Area acting as principal electronic money institution for the FIAT Wallet services distributed by Ephelia SwissTech SA in the European Economic Area and the United Kingdom.

Clear Junction: means Clear Junction Limited, a company incorporated in England and Wales, authorised and regulated by the UK Financial Conduct Authority as an authorised electronic money institution, acting as principal electronic money institution and payment service provider for selected FIAT settlement rails distributed by Ephelia SwissTech SA.

Currencies Offered: currencies in which the User may hold electronic money in the FIAT Wallet and/or es-Currencies in the Crypto Wallet, listed in Annex 1.

Customer / Individual / User: means the end user, being a natural person, who has successfully registered for an account with Toonie according to the terms of this Agreement.

Dashboard: the section of the App through which the User can access the Services, initiate transfer instructions, view Transactions history, and view the balance and currency of the funds and es-Currencies held in the Wallets.

es-Currencies: the series of multi-currency, fiat-referenced, stable-value digital assets (also referred to as stablecoins, electronic money tokens or fiat-reference tokens) issued by Ephelia PS US LLC, fully backed 1:1 by the corresponding fiat currency in segregated reserves and, where applicable, redeemable at par. The currently issued series are listed in Annex 1. es-Currencies are not offered to Users resident in the European Economic Area.

Ephelia Group: the group of companies controlled, directly or indirectly, by Ephelia Group including in particular Ephelia SwissTech SA, Ephelia PS US LLC, Ephelia CA PS LTD. and Ephelia NZ PS Limited, each of which provides regulated services to Users in accordance with the residence-based mapping set out in Annex 3.

Exchange: the service that enables the User to make conversions between FIAT Currencies and/or between es-Currencies and supported stablecoins available in the App.

Fee: any fee payable by the User to Toonie or to the Service Providers, as set out on the Website and/or in Annex 2 of the present Agreement as amended from time to time.

FIAT Wallet: the electronic money wallet, denominated in fiat currency, made available to the User by the Service Provider competent for the User's country of residence as set out in Annex 3.

FX Payment: a payment involving the conversion of fiat currency or es-Currencies from one currency to another.

KYC: Know Your Customer, the customer identification, verification and ongoing due-diligence requirements applicable to the relevant Service Providers under the AML Regulations of the jurisdictions of use.

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

Merchant: an entity or company who has successfully registered for an account with Toonie according to the Toonie Merchant terms and conditions.

P2P: internal Toonie transfers between Wallets of Individual Users.

Pay-with-Toonie: the option for Users to execute a transaction on a Merchant's website or in-store using the FIAT Wallet, the Crypto Wallet or, where applicable, the Card.

Platform: the proprietary online platform of the Service Providers, accessed by the User through the App, through which the User accesses the Services and the Wallets and provides instructions through the Dashboard.

Password: the secret alphanumeric word the User chooses to enter in the App.

Redemption: means allowing the User to convert es-Currencies or supported stablecoins held in the Crypto Wallet, in whole or in part, into the fiat currency these are representing, by redeeming them with a bank transfer in accordance with the rules of the relevant Service Provider.

Reference: the transfer reference assigned to each User used to purchase es-Currencies or to top-up the FIAT Wallet via bank transfer.

Relationship: the ongoing business relationship established between a User and Toonie (and, by virtue of this Agreement, between the User and the relevant Service Provider) once the User has successfully completed the registration process.

Service Provider: the regulated entity of the Ephelia Group or the regulated third-party provider that provides, on a “powered by” white-label basis, one or more of the Services to the User on the basis of the User’s country of residence as set out in Annex 3.

Services: the FIAT Wallet, the Crypto Wallet, the Debit/Prepaid Card, the Acquiring and the Voucher services, together with any ancillary functionality made available through the App, as further described in this Agreement.

Stripe: means Stripe, acting through its locally licensed entity in each jurisdiction of operation, in its capacity as Acquirer for the top-up of the FIAT Wallet by debit/prepaid card. Further information on Stripe is available at <https://stripe.com/>.

Top-up / Deposit: the means by which a User adds funds to the FIAT Wallet or es-Currencies and supported stablecoins to the Crypto Wallet.

Transaction: an electronic transfer or operation initiated by the User through the Services.

Username: one of the two login elements chosen by the User during the registration process. The User must remember it to login to the Toonie account and access the Services.

Voucher: the unregulated, single-purpose prepayment instrument issued directly by Toonie that is acquired and redeemed within the App for the purchase of specific goods or services from the issuing Merchant, as further described in Section “Services offered in Toonie App – Voucher”.

Wallet: collectively, the FIAT Wallet and the Crypto Wallet made available to the User in accordance with Annex 3.

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

All references, inter alia, to es-Currencies issuers, wallet providers, electronic money providers, online payment providers, acquirers, card issuers, online transfer providers and/or platforms shall be made to the relevant definitions section as contained in the terms and conditions of the relevant Service Providers as listed in Annex 3.

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 Apple App Store (iOS) or Google Play Store (Android).

Services offered in Toonie App

Toonie develops and operates the App. Toonie is not the VASP, CASP, electronic money institution, payment institution, money transmitter, money services business, bank, credit institution or card issuer in any jurisdiction. All regulated Services accessible through the App are provided, on a white-label “powered by” basis, by the regulated entities listed in Annex 3 in accordance with the User’s country of residence.

Through the App, the User has access to the following Services, each of which is governed both by this Agreement and by the terms and conditions of the relevant Service Provider, which are incorporated by reference and accessible at the URLs listed in Annex 3:

- **FIAT Wallet** – an electronic money wallet with related payment services (P2P, FX, SEPA, Faster Payments, ACH/Fedwire, Interac/Lynx, New Zealand domestic payments, as applicable);
- **Crypto Wallet** – a wallet for the custody and on-chain transfer of es-Currencies and other supported stablecoins;
- **Debit/Prepaid Card** – a VISA-branded debit/prepaid card linked to the FIAT Wallet;
- **Acquiring** – a card acquiring service used exclusively for the top-up of the FIAT Wallet by debit/prepaid card;
- **Voucher** – an unregulated, single-purpose prepayment instrument issued by Toonie.

FIAT Wallet

The FIAT Wallet is an electronic money wallet, denominated in fiat currency, with associated payment services including, without limitation, peer-to-peer transfers, foreign exchange conversion, SEPA/Faster Payments/ACH/Fedwire/Interac/Lynx domestic and cross-border payments, as applicable to each jurisdiction.

Pursuant to Annex 3, the FIAT Wallet is provided to the User by the following regulated entities, on the basis of the User's country of residence:

- for Users resident in the **European Economic Area or the United Kingdom**: by Ephelia SwissTech SA, acting as authorised distributor of Currencycloud and of Clear Junction Limited. Ephelia SwissTech SA is itself a Swiss financial intermediary qualifying under Article 2, paragraph 3, of the Swiss Anti-Money Laundering Act (AMLA) and is not licensed as an electronic money institution under UK or EU law;
- for Users resident in **Switzerland**: directly by Ephelia SwissTech SA as Swiss financial intermediary under Article 2, paragraph 3, AMLA;
- for Users resident in the **United States**: by Ephelia PS US LLC, a money transmitter and money services business registered with FinCEN, qualifying as a financial institution under the Bank Secrecy Act, with underlying bank-account services provided by FV Bank (<https://fvbank.us/>) as Sponsor Bank;
- for Users resident in **Canada**: by Ephelia CA PS LTD., a money services business and dealer in virtual currency registered with FINTRAC. The Services are not available to Users resident or domiciled in the Province of Quebec until Ephelia CA PS LTD. completes the applicable registration with the Autorité des marchés financiers (AMF);
- for Users resident in **New Zealand**: by Ephelia NZ PS Limited, a reporting entity and financial institution under the AML/CFT Act 2009, registered on the Financial Service Providers Register.

The FIAT Wallet, the related payment services and the relevant fee schedules are governed by this Agreement and by the terms and conditions of the relevant Service Provider listed in Annex 3.

Crypto Wallet

The Crypto Wallet is a custodial wallet that enables the User to hold, transfer and exchange es-Currencies and other supported stablecoins. Each Crypto Wallet is operated by the Service Provider on a custodial basis.

es-Currencies. es-Currencies are a series of multi-currency, fiat-referenced, stable-value digital assets (also referred to as electronic money tokens, stablecoins or fiat-reference tokens) issued by **Ephelia PS US LLC**. Each unit is fully backed 1:1 by the corresponding fiat currency held in segregated reserves with FV Bank (Sponsor Bank) and is at all times redeemable at par by eligible holders. The currently issued series (including es-GBP, es-EUR, es-CHF and es-USD) are listed in Annex 1. Independent monthly attestations on reserve backing are published by Ephelia PS US LLC. es-Currencies are convertible virtual currency within the meaning of FinCEN guidance FIN-2013-G001. The User's sole economic right with respect to es-Currencies is redemption at par; no yield, interest or other return is paid on holdings.

The Crypto Wallet is provided to the User by the following regulated entities of the Ephelia Group, on the basis of the User's country of residence:

- for Users resident in the **United Kingdom** or **Switzerland**: by Ephelia SwissTech SA, acting as authorised distributor of the es-Currencies issued by Ephelia PS US LLC. In the United Kingdom, the service is made available pursuant to applicable cryptoasset rules and, where required, under a reverse solicitation regime confirmed by the User by electronic signature (OTP) within the App;
- for Users resident in the **United States**: directly by Ephelia PS US LLC;
- for Users resident in **Canada**: by Ephelia CA PS LTD., as dealer in virtual currency registered with FINTRAC. Users resident or domiciled in the Province of Quebec are excluded until Ephelia CA PS LTD. completes the applicable AMF registration;
- for Users resident in **New Zealand**: by Ephelia NZ PS Limited.

Geographic exclusion. The Crypto Wallet, es-Currencies and other supported stablecoins are **not offered, marketed or made available** to Users resident in the European Economic Area, in accordance with the requirements of Regulation (EU) 2023/1114 ("MiCAR") and the applicable national implementing measures. Any attempt to access the Crypto Wallet by a User resident in the European Economic Area will be refused.

On-chain transfers of es-Currencies and other supported stablecoins are subject to wire-transfer information requirements, the FATF Travel Rule and the equivalent national rules applicable to each Service Provider, including section 66.1 of the Canadian PCMLTFR, sections 27 to 31 of the New Zealand AML/CFT Act and the corresponding requirements under Wyoming and federal U.S. law.

Debit/Prepaid Card

The Card is a VISA-branded debit/prepaid payment card linked to the FIAT Wallet, with related card payment services. The Card is issued by Wallester AS, authorised and regulated by the Estonian Financial Supervision and Resolution Authority (Finantsinspektsioon) as an electronic money institution, acting as principal member of Visa, on a white-label basis powered by Ephelia SwissTech SA as programme manager.

The Card service is available to Users resident in the following jurisdictions only:

- **European Economic Area, United Kingdom and Switzerland:** Card issued by Wallester AS under programme management of Ephelia SwissTech SA.

Geographic exclusion. The Card is **not available** to Users resident in the United States, Canada or New Zealand under this version of the Agreement. The Card service for those jurisdictions will be added in a subsequent version following completion of the relevant card programme arrangements.

The use of the Card is governed by this Agreement, by the terms and conditions of Ephelia SwissTech SA as listed in Annex 3, and by the Visa scheme rules. The Card may be used for point-of-sale transactions, e-commerce transactions, contactless payments and ATM withdrawals where supported, subject to the limits, fees and security requirements set out in the App and in Annex 2.

Acquiring

The Acquiring service is a card acquiring service used exclusively for the top-up of the FIAT Wallet by debit/prepaid card. The Acquiring service does not enable Users to receive card payments and is not made available for any other purpose.

The Acquiring service is provided pursuant to a global commercial arrangement with Stripe (<https://stripe.com/>). Stripe acts through its locally licensed entity in each jurisdiction:

- **European Economic Area and Switzerland:** Stripe Payments Europe Ltd, authorised by the Central Bank of Ireland;
- **United Kingdom:** Stripe Payments UK Ltd, authorised by the UK Financial Conduct Authority;
- **United States:** Stripe, Inc.;
- **Canada:** Stripe Canada Inc.;
- **New Zealand:** Stripe New Zealand Limited.

The funds received via the Acquirer are credited to the FIAT Wallet held with the Service Provider competent for the User's country of residence as set out in Annex 3.

Voucher

The Voucher is an unregulated, single-purpose prepayment instrument issued directly by Toonie Global Ltd. Vouchers are acquired and redeemed within the App for the purchase of specific goods or services made available by the issuing Merchant. The Voucher does not

constitute electronic money, a payment instrument, a security, a financial instrument, a crypto-asset or a regulated payment service in any jurisdiction.

The Voucher may be purchased by the User in fiat currency (using the FIAT Wallet) or in es-Currencies or supported stablecoins (using the Crypto Wallet, where available to the User). The Voucher is redeemable solely for the goods or services offered by the issuing Merchant within the App and is not transferable, exchangeable for fiat currency, refundable in cash, or usable outside the Toonie ecosystem, save where required by mandatory consumer protection law.

The Voucher is issued by Toonie Global Ltd in reliance on the limited-network/limited-range exclusions applicable in each jurisdiction (including, where relevant, Article 3(k) of the PSD2 and the equivalent provisions of UK, Swiss, U.S., Canadian and New Zealand law).

Wallet opening and activation

To activate the Wallet service, the User shall register on the App and provide the information required. By entering into this Agreement, the User confirms that he/she has read, understood and accepted these Terms and Conditions and the terms and conditions of the relevant Service Provider for the User's country of residence as set out in Annex 3.

Each Service Provider applies its own customer due-diligence, KYC and onboarding procedures, including, as applicable, sanctions screening, source-of-funds checks and FATCA/CRS self-certification. Failure to pass such checks may result in the refusal of registration, the suspension or the termination of the Services.

Transaction logs

The User can access the balance of each Wallet and view the Transaction history through the App, including: (i) the amount of each Transaction; (ii) a reference to identify the sender or receiver; (iii) any fees charged (including a breakdown of the fees); and (iv) the debit/credit date of each Transaction. The User may download a "Wallet Summary" for each month and/or for any defined period.

Deposits

The User may deposit funds in the FIAT Wallet and acquire es-Currencies or supported stablecoins for the Crypto Wallet once the application has been approved for "Top-Up". The methods available to the User are listed in the deposit section of each Wallet. The relevant Service Provider may, in its discretion and to comply with applicable law and internal policies, add or remove deposit methods available to the User in the App.

Bank transfer

- The User can fund the FIAT Wallet via SEPA, Faster Payments, ACH, Fedwire, Interac e-Transfer, Lynx (LVTS), New Zealand domestic transfers or, for cross-border payments, via SWIFT, in each case as supported by the Service Provider competent for the User's country of residence.

- The account holder of the payer account must be the same as the FIAT Wallet holder in the App.
- The User must use the “Reference” provided in the App for the funds to be correctly allocated to the Wallet.
- Fees in relation to bank transfers are shown in Annex 2.

Debit/Prepaid card (via Acquiring)

- The User can fund the FIAT Wallet by debit/prepaid card via the Acquiring service provided by Stripe (see Section “Acquiring”).
- The cardholder of the card used for the top-up must be the same as the FIAT Wallet holder in the App.
- Toonie and the Service Providers do not accept credit-card wallet deposits.
- Fees in relation to debit/prepaid card top-up are shown in Annex 2.

ATM Deposit

- Where available, the User can use the service at the counter of any Toonie Merchant enabled to offer this service.
- The currency of the service must be the same as the local fiat currency of the Merchant or another currency supported by the Service Provider.
- Utilising the service in a currency other than the Merchant’s local currency will be subject to the Merchant’s approval.
- The service is only available to Users with Full KYC enabled.
- Funds received into the FIAT Wallet from external third parties will be returned to the sender account.
- Fees may be applied for the provision of the top-up service, please refer to Annex 2 for more details.

Crypto Wallet top-up

- Where the Crypto Wallet is available to the User in accordance with Annex 3, the User may fund the Crypto Wallet by (i) purchasing es-Currencies through the issuance process operated by Ephelia PS US LLC against funds available in the FIAT Wallet, or (ii) receiving es-Currencies or other supported stablecoins from a self-hosted or third-party wallet, subject to wire-transfer information and Travel Rule requirements.
- Prior to committing to es-Currencies, the User must acknowledge the risk disclaimer published at <https://www.es-currencies.io/> and conduct adequate due diligence on the Issuer.

Top-Up timing and Top-Up Limits

Top-Up operations are performed in the shortest technical time-cycle available. With reference to the first Top-Up transaction carried out upon the User’s successful registration and Wallet opening, or after a request to change the associated bank account, additional checks may be required. Funds deposited in the FIAT Wallet are made available no later than the following

business day after the relevant transfer. For all subsequent Top-Up transactions, funds and es-Currencies are made available on the Wallet upon the successful completion of the transfer.

Deposits are subject to a daily and monthly limit. Upon successful registration, an initial top-up limit equivalent to 300 in the User’s base currency per month is imposed on all Users. To unlock the standard limits shown below, the User must provide additional identification documents as requested in the App.

Deposit Methods	Daily limit	Monthly limit
Debit/Prepaid Cards	300	3,000
External Payment account (bank transfer)	N/A	N/A
ATM	150	500

The relevant Service Provider, in its sole discretion, may update these limits to adhere with its internal policies and regulatory requirements. In addition to the standard limits, specific limits may be applied to individual Users. The User will be notified if any additional limits are imposed for any top-up method used.

Chargeback

The Wallets, es-Currencies and supported stablecoins are products that cannot be chargeback-disputed when the FIAT Wallet is topped-up by a debit/prepaid card via the Acquiring service. The card is only used to purchase electronic money in the FIAT Wallet; no card payments are made in the App to redeem an offer. Once the card transaction is settled, the User may use the Wallet services as listed above.

Any dispute regarding goods or services purchased from a Merchant in the App shall be raised directly between the User and the Merchant. Toonie may assist by providing the relevant Transaction details.

Withdrawals

The User may convert all or part of the funds available in the FIAT Wallet, and (where applicable) of the es-Currencies and supported stablecoins available in the Crypto Wallet, into fiat currency and redeem the Available Balance with the methods available in the App.

Bank transfer

- From the withdrawal function in the Wallet, the User can create a payment method linked to an external bank account.
- The holder of the external account must be the same as the Wallet holder.
- Bank transfers will take from 2 to 5 working days to reach the external account.
- Fees may apply, please refer to Annex 2 for more details.

ATM Withdrawal

- The User can use the service from the Wallet at any authorised Toonie Merchant.

- Withdrawal services are limited to Users with Full KYC enabled.
- The applicable limits are set out in the table below:

Withdrawal method	Transaction limit	Daily limit	Monthly limit
Merchant e-money	150	150	500

Fees may be applied, please refer to Annex 2 for more details.

Rejected Payments

Toonie and the relevant Service Providers reserve the right to reject, cancel, delay or block any payment for any reason, including:

- providing Services to a User or processing a particular transfer that would constitute a violation of applicable law;
- the User fails to provide adequate verification of his/her identity or the purpose of the transfer;
- the User fails to provide additional information requested;
- the User provides false or misleading information;
- the relevant Service Provider believes that the transfer is unauthorised, fraudulent or inauthentic;
- the User has insufficient funds, es-Currencies or supported stablecoins in the relevant source currency to cover the full amount of the transfer (including any applicable Fees); or
- the User is otherwise in breach of these Terms and Conditions or of the terms and conditions of the relevant Service Provider.

Pay-with-Toonie

Pay-with-Toonie is the checkout service that enables Merchants' customers to pay with funds, es-Currencies or supported stablecoins for the products and services purchased on the Merchant's website, e-commerce platform or at point of sale.

Internal transfer

The User can transfer funds, es-Currencies or supported stablecoins via QR Code within the App for the Merchant's products or services.

Transfers

The User, by using the Wallet transfer services, may:

- pay Merchants for goods or services using the Transfer Service;
- send funds, es-Currencies or supported stablecoins to another Toonie User using the P2P service;
- request transfers from other Toonie Users via the Wallet or with a QR Code;
- accept or reject transfer requests received from other Toonie Users.

Exchange Services

The Exchange section allows the User to execute FX conversions between FIAT Currencies in the FIAT Wallet and, where applicable, between es-Currencies and supported stablecoins in the Crypto Wallet. The list of available currencies is set out in Annex 1. The relevant Service Provider may set limits on the amount the User can convert at any given time and will notify the User where a Currency Conversion cannot be executed. Before using the Exchange service, the User must acknowledge and accept these Terms and Conditions and assume full responsibility for any risks associated with the conversions.

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 at any time on the conversion receipt. Toonie and/or the relevant Service Provider will charge a commission on the Exchange Rate, which may vary depending on the day the conversion is booked.

es-Currencies Purchase

es-Currencies available for purchase within the App, listed in Annex 1, are issued as electronic money tokens (also stablecoin or fiat-reference token) by Ephelia PS US LLC. Prior to committing to es-Currencies, the User must acknowledge that he/she has read the risk disclaimer and has taken adequate measures to conduct his/her own due diligence on the Issuer. The risk disclaimer and the terms and conditions for each digital asset are accessible at <https://www.epheliagroup.com>, in the App and on <https://www.toonieglobal.com/> or . The User will not be able to proceed with the purchase of es-Currencies unless the risk disclaimer has been read and accepted. Each es-Currency will have its own restrictions within the App. When the purchase of the es-Currencies is completed, the units will be automatically stored in the Crypto Wallet. The es-Currencies available for purchase in the App, listed in Annex 1, are subject to the rules and legalities of the Issuer.

QR Code Scanner

The User has access to the QR Code reader in the App. To use it, the User must operate the App on a Device with access to a camera. By using the QR Code Scanner, the User can send and receive internal transfers to and from other Toonie Users.

Toonie Services

Toonie provides the following ancillary services in the App:

- **Voucher system** – enabling the creation of offers, discounts and advertising for other Users, that can be purchased using funds in the FIAT Wallet or, where available, es-Currencies and supported stablecoins in the Crypto Wallet;
- a Voucher system that allows Users to redeem offers, opportunities and discounts made available by the Merchant;

- **Chat** – a communication tool enabling Users (Individuals and Merchants) of the Toonie platform to stay connected;
- settlement currency – all services such as Offer Redemption settled in es-Currencies or supported stablecoins shall be in the same represented currency as chosen by the Merchant when publishing the offer.

Toonie is not responsible for any transfer between the Merchant and the Merchant's customer that is not settled in the App. Users may invite other persons via email or text message to be part of the Toonie Community.

App Use

In establishing a Relationship with Toonie, the User:

- represents that he/she is not acting on behalf of, or for the benefit of, anyone else;
- must establish the Relationship in his/her own name only. Toonie has no responsibility to any other person except the User under this Agreement;
- 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;
- confirms and agrees that the login details (including the Username, the Password and other security information that is personal to the User) shall not be shared with anyone and shall always be kept private.

The User shall not distribute, publish or otherwise pass the App on to anyone else. The App has not been created for the User's specific needs but has been developed for general use.

When the User downloads and uses the App, Toonie has access to some Device information, such as Internet Protocol address, device name, OS version and geo-location, and the App connects via the User's Internet connection.

The User agrees 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;
- collect or harvest any information or data from the App or the systems of Toonie or of any Service Provider 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.

Toonie may terminate the User's use of the Services, including the App, if the User uses them for any illegal or immoral purpose, uses offensive, obscene, vulgar, blasphemous or slanderous terms concerning Toonie, the Service Providers or their employees and/or representatives, or commits a material or persistent breach of this Agreement.

If the User leaves Toonie, it is recommended that, for privacy and security purposes, the App is removed from all Devices.

From time to time, Toonie or the Service Providers may update or modify the App: to reflect changes in relevant laws and regulatory requirements; to offer new services; and/or to implement minor technical adjustments and improvements. The User will be informed when upgrades are available for the App. Some of these upgrades may be compulsory if the User is to continue using the App, and some older versions of the App may become obsolete or cease to be supported over time.

Toonie will assume that the User has obtained permission from the owners of any devices used but not owned by the User, to download or install a copy of the App. Either or both of them may be charged by their service provider for Internet access on the devices.

By using the App, the User is allowing Toonie to collect and use technical information about the devices and related software, hardware and peripherals. This allows Toonie to improve its products and to provide the Services to the User.

App availability

There are times when planned maintenance is carried out on the App. In such cases, all or some of the features of the App may be unavailable for a period of time, and advance notice will be given. In the event of unplanned maintenance (for example, a technical fault or system error), every effort will be made to restore the Services as quickly as possible. Toonie is not held responsible for any liabilities arising from the App being unavailable due to technical issues beyond its control, including connectivity issues or technical issues with the User's Device.

App analytics

To ensure the best possible experience, events within the App are recorded, including page dwell time, time to complete processes, and how the User interacts with the App. This may also include the use of location data, connectivity type and technical device specifications, to help diagnose problems, monitor App usage and make improvements.

App Security

To access the App, the User is required to create or be given security details such as the Password. The User is responsible for keeping the Device and security details safe and ensuring that no one else can access the App without authorisation. The User must take all reasonable steps to avoid the loss, theft or misuse of the Device. Security details should not be disclosed to anyone except where necessary to authorise a Transaction. If the User

suspects that the Wallet or security details have been compromised, Toonie and the relevant Service Provider must be notified immediately. Failure to comply with this may be treated as gross negligence and may affect the User's ability to claim any losses.

Approve Transactions

Where a Transaction is to be approved by the User, the User may refuse such Transaction 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.

Execution time of Transactions

All Transactions are executed in the relevant currency or es-Currency. If the User is the sender, the Transaction is executed by transferring the amount to the receiver when the transfer is confirmed by the App. If the User is the receiver, the Transaction amount is credited to the Wallet when the App confirms the transfer receipt.

Spending limits

Toonie and the Service Providers may impose limits on the amounts and volumes of Transactions that the User is permitted to make using the Services. These limits are set out in the App.

Fees

Any fees or charges applicable for the use of third-party services and/or related services will be shown to the User in the App. Please refer to Annex 2 for the list of charges applied for the Services provided through Toonie.

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

Third-party providers, including the Acquirer and the external payment service providers, may charge fees related to the service, which will be charged to the User. Toonie is not responsible for any fees charged by external institutions, and the User will always receive in the FIAT Wallet the net amount received. Any fees charged by third parties will be deducted from the Wallet balance; if the User does not have sufficient funds to cover the fees, the relevant instructions will not be accepted or processed.

Communication

How you may contact us

The User may contact Toonie using the Contact Us function in the App. Alternatively, the User may contact Toonie by email at support@toonieglobal.com or by post at Toonie Customer Service, 30 Welbeck Street, London, W1G 8ER, United Kingdom. For matters concerning Services provided by a specific Service Provider, the User may also contact the Service Provider at the dedicated email address set out in Annex 3.

How we may contact you

Toonie will typically contact the User through the App. Where necessary, Toonie or the Service Provider may contact the User by email, push notifications, social media or phone call, using the details provided in the App. If those details change, the User shall inform Toonie as soon as possible.

Language

This Agreement is executed in English. Any communications related to this Agreement will be in English, and any translation into other languages is provided as a mere courtesy translation. Where this Agreement, other terms and conditions or any notice is provided in a language other than English, the English language shall prevail in case of conflict, provided that the language at the place of the User's residence or domicile may also apply where mandatory User-related provisions so require.

Copy of Agreement

On its execution date, this Agreement will be made available to the User in a digital format. The User can view and download this Agreement in the App and on the Website. The User may also request a copy of this Agreement by contacting Toonie, which will be sent by email free of charge.

Suspending the Services

Toonie or the relevant Service Provider may suspend the User's use of the Services if there are reasonable concerns about the security of the Services, suspicion that the Services are being used in a fraudulent, immoral or unauthorised manner, a material breach of the User's obligations under this Agreement, or the use of offensive, obscene, vulgar, blasphemous or slanderous terms toward Toonie, the Service Providers or their employees and/or representatives. In such case, the User's access to the App and the use of the Services may be temporarily suspended.

Notice of any such suspension will be given as soon as possible, together with the reasons, unless to do so would compromise reasonable security measures or otherwise be unlawful. The suspension may be lifted and, where appropriate, new security details may be issued free of charge as soon as practicable should the reasons for the suspension cease to exist.

Liability

The User is liable for all losses incurred in respect of the use of the Services if: (i) the User has acted fraudulently; or (ii) the User has intentionally or with gross negligence failed to look after and use the security details in accordance with this Agreement.

Toonie 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 User. The Merchant may provide a refund to the User through the Services; the refund can only be made if there are sufficient funds in the Merchant's Wallet.

Investigation

If an investigation shows that a disputed Transaction was authorised by the User or that the User may have acted fraudulently or with gross negligence, the User will be liable for the losses suffered in connection with the Transaction, including without limitation the cost of the investigation.

Refusal

Toonie or the relevant Service Provider may refuse to complete a Transaction authorised by the User in certain circumstances, including: (i) reasonable concerns about the security of the Wallet or suspicion that the Services are being used in a fraudulent or unauthorised manner; (ii) insufficient funds, es-Currencies or supported stablecoins to cover the Transaction and all associated fees at the time of notification; (iii) reasonable grounds to believe that the User is in breach of this Agreement; or (iv) where required by law. Unless unlawful to do so, the User will be notified as soon as reasonably practicable of any such refusal and of the reasons, together with the procedure for correcting any factual errors that led to the refusal.

Cooling off

Where applicable under the law of the User's country of residence, the User shall have a period of 14 days to exercise the statutory right of withdrawal from this Agreement without penalty and without giving any reason. This period shall begin from the acceptance of this Agreement. Any Transaction carried out during the 14-day period is not affected by such withdrawal.

Variations

Toonie and the Service Providers may change the Terms and Conditions of this Agreement, including Fees and limits, by providing the User with up to sixty (60) calendar days' prior notice by written communication, ensuring that the most recent version is always available on the Website or in the User's dedicated area, in the following circumstances:

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

Toonie and the Service Providers may make some changes to this Agreement immediately, without prior notice, where they: are required by law, or by a regulatory body within a certain timeframe; are favourable to the User, such as the introduction of a new feature that would benefit the User; or relate to the addition of a new service or extra functionality of the Wallet, Dashboard or the Services and do not affect terms relating to the existing Services.

The User may terminate the Services at any time within fifteen (15) days from the date on which the new Terms and Conditions become applicable if the User does not agree with the changes. Otherwise, the User shall be deemed to have accepted the changes. If any part of this Agreement is inconsistent with any regulatory requirements, such part shall not apply but shall be treated as if it reflected the relevant regulatory requirement. Any delay or failure to exercise any right or remedy by Toonie or any Service Provider shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

Termination

Toonie or the relevant Service Provider may terminate this Agreement:

- at any time by giving thirty (30) days' prior written notice. Any available balance in the FIAT Wallet and any es-Currencies or supported stablecoins held in the Crypto Wallet will be transferred to an external account/wallet that the User must provide;
- with immediate effect upon breach of this Agreement by the User or upon Toonie's or the Service Provider's reasonable belief that the User has used or intended to use the Services in a grossly negligent manner or for fraudulent or other unlawful purposes, or if the User has refused to provide any information and documentation requested or has otherwise failed to comply with the obligations undertaken under this Agreement.

Toonie or the relevant Service Provider may suspend the Services at any time with immediate effect and until the User's default has been remedied, if: the User has provided incorrect or false personal information; a Transaction has been declined for breaching this Agreement; in which case the User will be advised of the suspension unless prevented by law.

If the FIAT Wallet has a zero balance for three (3) consecutive months, Toonie or the relevant Service Provider is entitled to close it immediately and terminate this Agreement. The User may terminate this Agreement and close the Wallet at any time by giving thirty (30) days' prior written notice to support@toonieglobal.com or to the Service Provider's dedicated email address set out in Annex 3.

Duration

This Agreement is a framework contract of indefinite duration, unless terminated by either party in accordance with the section above.

Redemption and expiry

The User may redeem all or part of the funds, es-Currencies or supported stablecoins held in the Wallets at any time by following the instructions made available in the App. The relevant Service Provider will transfer the funds to the User's bank account. It is not possible to redeem funds to a bank account that is not held in the User's name.

Privacy Policy

With respect to the privacy policy applicable to the User's personal data processed by Toonie and by the Service Providers, please refer to <https://www.toonieglobal.com/privacy-policy> and to the privacy notices of the relevant Service Providers as set out in their respective terms and conditions referenced in Annex 3.

Complaints

Toonie takes all complaints seriously. The User can contact Toonie via:

- Email: complaints@toonieglobal.com
- Post: 30 Welbeck Street, London, W1G 8ER, United Kingdom.

Where the complaint concerns Services provided by a specific Service Provider, the User may also direct the complaint to the dedicated complaints address of the relevant Service Provider as set out in Annex 3 (including support.ch@epheliagroup.com for Ephelia SwissTech SA, support.us@epheliagroup.com for Ephelia PS US LLC, support.ca@epheliagroup.com for Ephelia CA PS LTD. and support.nz@epheliagroup.com for Ephelia NZ PS Limited).

If possible, the User should clearly indicate that he/she wishes to make a complaint and provide the reason for the complaint and as much relevant information as possible.

A final response to the complaint, or a letter explaining why the final response has not been completed, will be sent to the User within three working days from the complaint. If Toonie or the relevant Service Provider is unable to resolve the complaint within three working days, a prompt written acknowledgement will be sent.

If the User is not satisfied with the outcome, or if two months have passed without a response, the User may: provide additional information; or refer the complaint to the competent dispute-resolution body for the relevant Service Provider, including:

- the UK Financial Ombudsman Service (for matters relating to Currencycloud, Clear Junction and the FIAT Wallet services provided in the United Kingdom);
- the Financial Dispute Resolution Service (FDRS), Level 4, 142 Lambton Quay, Wellington 6011, New Zealand (<https://fdrs.org.nz>), for matters relating to Ephelia NZ PS Limited;
- the Wyoming Division of Banking and, where applicable, the American Arbitration Association under its Consumer Arbitration Rules, for matters relating to Ephelia PS US LLC;
- the Financial Consumer Agency of Canada (FCAC) and the Ombudsman for Banking Services and Investments (OBSI) or ADR Chambers Banking Ombuds Office, as applicable, for matters relating to Ephelia CA PS LTD.;
- the Estonian Financial Supervision and Resolution Authority (Finantsinspektsioon), for matters concerning the Card issued by Wallester AS;
- the Swiss Banking Ombudsman, for matters concerning Ephelia SwissTech SA in Switzerland.

Intellectual Property Rights

All content included in the 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 Toonie and/or the relevant Service Providers. All content is protected by applicable local and international intellectual property laws and treaties.

By Intellectual Property Rights, the parties 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.

Website Links

Toonie may provide links to other content such as websites, web apps and downloadable apps. Unless expressly stated, such content is not under Toonie's control, and Toonie neither assumes nor accepts responsibility or liability for such third-party content. The provision of a link is for reference only and does not imply any endorsement of the linked content or of those in control of it.

Force Majeure

Toonie and the Service Providers are not liable for any breach of this Agreement where the breach is due to abnormal and unforeseeable circumstances beyond their control, the consequences of which would have been unavoidable despite all efforts to the contrary, nor where the breach is due to their legal obligations.

Severance

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

Assignment

Toonie and the Service Providers may assign the receivables and the rights and obligations arising out of this Agreement to another company at any time by giving the User prompt notice. If this occurs, the User's rights will not be affected.

Governing law and jurisdiction

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

Any dispute, controversy, proceedings or claim between Toonie and the User relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales, without prejudice to: (i) the mandatory consumer protection rules of the country of the User’s habitual residence; and (ii) the governing law and dispute resolution provisions set out in the terms and conditions of the relevant Service Provider, which shall apply to the Services provided by such Service Provider in accordance with Annex 3.

Annex 1 – es-Currencies

Available es-Currencies (each issued by Ephelia PS US LLC as the Issuer).

Currency	Definition
es-GBP	means the underlying legal currency of the United Kingdom (Pound Sterling, GBP).
es-EUR	means the underlying legal currency of the Eurozone (Euro, EUR). Note: es-EUR is not offered to Users resident in the European Economic Area.
es-CHF	means the underlying legal currency of Switzerland (Swiss Franc, CHF).
es-USD	means the underlying legal currency of the United States (United States Dollar, USD).
es-CAD	means the underlying legal currency of Canada (Canadian Dollar, CAD), where issued and made available by Ephelia PS US LLC.
es-NZD	means the underlying legal currency of New Zealand (New Zealand Dollar, NZD), where issued and made available by Ephelia PS US LLC.

es-Currencies are displayed in the Crypto Wallet with the following symbols: es-GBP → GBP; es-EUR → EUR; es-CHF → CHF; es-USD → USD; es-CAD → CAD; es-NZD → NZD.

Supported third-party stablecoins, where available within the Crypto Wallet, are listed from time to time within the App. The list of supported stablecoins is determined by Ephelia PS US LLC in coordination with the other Ephelia Group entities, taking into account regulatory requirements in each jurisdiction. Supported stablecoins may include, without limitation, USDC and EURC issued by Circle Internet Financial, and other stablecoins authorised by the competent regulators in the jurisdictions of use.

Annex 2 – Fees

Applicable fees.

Service	Applicable fee
App download	Free
Monthly maintenance fee	Free
Offer Redemption	Free
QR Scanner	Free
Wallet Deposits	See tables below
In-app transfer to other Users	Free
In-app transfer to Merchant	Free
Voucher purchase / redemption	Free (subject to Merchant terms)

The fees applicable will be charged in the relevant currency or es-Currency of the 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. Toonie and the Service Providers do not have to ask the User for any confirmation in deducting and then charging the User for these costs.

Bank transfer (wallet deposits, wallet withdrawals).

Type	Relevant currency
Local payment (withdrawal)	Max (1; 0.40 + amount * 0.003)
SWIFT Payments (withdrawal)	25 + amount * 0.003
Local payment (deposit)	Free*
SWIFT Payments (deposit)	Free*

* Charges may be applied by the payment provider used to top-up the Wallet; Toonie and the Service Providers do not charge any fees on bank-transfer deposits.

ATM deposits and withdrawals.

Type	Relevant currency
Cash withdrawals	2.00
Cash deposits	2.00

Acquiring (deposits via Stripe).

Type	Relevant currency
Debit/Prepaid card deposit	2% + 0.25 + Acquirer fee*

* Charges may be applied by the Acquirer. These charges will be paid by the User, who will receive the net amount on the Wallet.

Annex 3 – Service Providers

The Service Providers listed below provide the Services on a white-label “powered by” basis to the User, on the basis of the User’s country of residence. The terms and conditions of each Service Provider are incorporated into this Agreement by reference and are accessible at the URLs set out in the table below. By entering into this Agreement, the User declares to have read, understood and accepted such terms and conditions.

If the User changes residence, and this results in a change of Service Provider, the transfer will take place automatically without notice, in accordance with applicable laws.

If the User wishes to use Services offered in a jurisdiction other than the one assigned, the User must explicitly request this via the App by opting for a “reverse solicitation” regime and confirming the request via the App using an electronic signature (OTP). Toonie and the Service Providers are not responsible for the acceptance or rejection by any Service Provider of the request to use Services outside the assigned jurisdiction.

Service Provider	Services provided	User’s residence	Terms and Conditions / Regulator
Ephelia SwissTech SA	FIAT Wallet, es-C transfers, E-Money Services, Payment Services (FX, SEPA, Faster Payments), Crypto Wallet (distribution of es-Currencies), Card programme manager	Switzerland; United Kingdom*; European Economic Area*	https://epheliagroup.com/terms/ephelia-swisstech-sa – Swiss financial intermediary under Art. 2 par. 3 AMLA; authorised distributor of Currencycloud and Clear Junction; not licensed as EMI under UK/EU law
Ephelia PS US LLC	FIAT Wallet, Crypto Wallet, es-Currencies issuance and redemption, Payment Services	United States	https://epheliagroup.com/terms/ephelia-us-ps-llc – Money Transmitter and Money Services Business; regulated by the Wyoming Division of Banking; FinCEN-registered; Sponsor Bank: FV Bank
Ephelia CA PS LTD.	FIAT Wallet, Crypto Wallet, Payment Services, dealer in virtual currency	Canada (excluding the Province of Quebec until AMF registration is completed)	https://epheliagroup.com/terms/ephelia-ca-ps-ltd – Money Services Business and dealer in virtual currency registered with FINTRAC under PCMLTFA/PCMLTFR; governed by the laws of the Province of Ontario

Service Provider	Services provided	User's residence	Terms and Conditions / Regulator
Ephelia NZ PS Limited	FIAT Wallet, Crypto Wallet, Payment Services, custody of virtual currency	New Zealand; Global*	https://epheliagroup.com/terms/ephelia-nz-ps-ltd – Reporting entity and financial institution under the AML/CFT Act 2009; registered on the Financial Service Providers Register; supervised by the Department of Internal Affairs (DIA); member of FDRS
Wallester AS	Card issuance (VISA Debit/Prepaid)	Switzerland; European Economic Area; United Kingdom	https://wallester.com/legal – Authorised and regulated by the Estonian Financial Supervision and Resolution Authority (Finantsinspektsioon) as an electronic money institution; principal member of Visa
The Currency Cloud Limited (Currencycloud)	Underlying e-money issuance and payment services for FIAT Wallet (EEA, UK)	European Economic Area; United Kingdom	https://www.currencycloud.com/legal/ – Authorised by the UK Financial Conduct Authority as an electronic money institution (FRN 900199). Currencycloud B.V., a company incorporated in the Netherlands, authorised by De Nederlandsche Bank (DNB) as an Electronic Money Institution DNB register number: R142701
Clear Junction Limited	Underlying e-money issuance and payment services for selected FIAT settlement rails	European Economic Area; United Kingdom	https://clearjunction.com/legal – Authorised by the UK Financial Conduct Authority as an electronic money institution
Stripe (Stripe Payments Europe Ltd, Stripe Payments UK Ltd, Stripe, Inc., Stripe Canada Inc., Stripe New Zealand Limited)	Acquiring (card top-up of FIAT Wallet only)	Global (CH, EEA, UK, US, CA, NZ)	https://stripe.com/legal – Each Stripe entity is authorised by the competent regulator of its jurisdiction (Central Bank of Ireland, FCA, etc.)

* reverse solicitation scheme. The Services indicated with an asterisk are made available to the User on the basis of an explicit reverse solicitation confirmed via the App by electronic signature (OTP).

Service-by-service mapping summary:

- **FIAT Wallet:** EEA, UK and CH via Ephelia SwissTech SA (with Currencycloud and Clear Junction as underlying authorised EMIs in EEA and UK); US via Ephelia PS US LLC; CA via Ephelia CA PS LTD. (Quebec excluded); NZ via Ephelia NZ PS Limited.
- **Crypto Wallet (es-Currencies and supported stablecoins):** UK and CH via Ephelia SwissTech SA as distributor (issuer: Ephelia PS US LLC); US via Ephelia PS US LLC; CA via Ephelia CA PS LTD. (Quebec excluded); NZ via Ephelia NZ PS Limited. **Not offered in the European Economic Area.**
- **Debit/Prepaid Card:** EEA, UK and CH via Wallester AS, with Ephelia SwissTech SA as programme manager. **Not available in the US, CA or NZ in this version.**
- **Acquiring (card top-up of FIAT Wallet only):** Global, via Stripe (locally licensed Stripe entity per jurisdiction).
- **Voucher:** issued directly by Toonie Global Ltd as an unregulated, single-purpose prepayment instrument in all jurisdictions where the App is made available.