TOONIE PRE-PAID CARD
CARDHOLDER TERMS AND CONDITIONS

1. DEFINITIONS

1.1. The following definitions apply in these Terms and Conditions:

- **Authentication**: The process of verifying the Cardholder's identity and/or the validity of the Card.
- **Means of Authentication**: Information, attributes, or security elements (PIN, CVV, one-time authentication code) enabling the Cardholder to Authenticate or authorise Operations.
- **Authorisation**: The process of obtaining permission for a transaction.
- **Available Funds**: The amount of money available in the balance for Operations.
- **Business Day**: A day on which banks and financial institutions operate for transactions, excluding weekends and public holidays.
- **Card**: A virtual pre-paid payment instrument operated by Toonie in cooperation with the Issuer and Visa, enabling transactions.
- **Card Data**: Information linked to the Card, including the Cardholder's name, Card number, expiration date, and security features (CVV).

  Cardholder: The individual authorised to use the Card
- **Euro (€)**: The currency in which the Toonie Wallet and Toonie Virtual Card operate.
- **Fees**: Any charges applicable to the use of the Card, as outlined in Appendix 1.
- **Issuer**: The financial institution that issues the Card and is responsible for managing its compliance with payment regulations. The Issuer for Toonie Cards is Wallester AS, authorised by the Estonian Financial Supervision Authority.
- **Operation or Operations**: Transactions involving the Card, including purchases, cash withdrawals (where applicable), or online payments.
- **Personal Data**: Any information related to an identified or identifiable individual, as outlined in the Privacy Policy.
- **Refund**: A reversal of a transaction by a merchant, returning funds to the Cardholder.
- **Regulatory Authority**: Any governing body overseeing financial transactions, including the Estonian Financial Supervision Authority.
- **Strong Authentication**: Multi-factor authentication using at least two independent security elements: knowledge (e.g. password), possession (e.g. device), or inherent characteristics (e.g. biometric data).
- **Terminal**: An ATM, point-of-sale terminal, or online payment system where the Card is used.
- **Toonie**: Toonie Global Limited, the provider of the Pre-Paid card services.
- **Toonie Wallet**: The digital wallet associated with and funding the Toonie Virtual Card.
- **Virtual Card**: A non-physical card accessible via the Toonie app, used for electronic transactions.
- **Visa**: Visa Europe Ltd, an international payment network.

2. USE OF THE CARD

2.1. Only the Cardholder has the right to perform Operations with the Card.

2.2. Upon issuance of the Card, the Cardholder shall be provided with personal Means of Authentication (e.g. PIN or CVV code), which shall serve as the Cardholder's signature when performing the operations.

2.3. Before the Cardholder can use the Card, they must activate it by following the activation instructions provided by Toonie. The Card is activated through the Toonie app. The Cardholder may start performing Operations with the Card once the Card has been activated.

2.4. The Cardholder has the right to perform Operations within the amount and limits established by Toonie.

2.5. Where an operation needs a monetary settlement (e.g. payment for goods and/or services or the value of a cash withdrawal), this amount will be deducted from the Cardholder's account by Toonie. Toonie will debit the account and transmit the necessary amounts to the Issuer.

2.6. When using the Card, the Cardholder is required to use Strong authentication.

2.7. If there are insufficient Available Funds to perform an Operation with the Card, some merchants will not allow the combined use of the Card with other payment methods.

2.8. The Issuer will start the execution of the Operation immediately after the Cardholder has authorised the Operation with the Card. Authorisation (the Cardholder's consent to perform an Operation) may be performed using the Card or through the merchant acquirer using the Card Data. If the Cardholder has authorised the Operation with the Card, the Cardholder is not entitled to a refund of the Operation, unless the person who provided the corresponding service (for example, the merchant) agrees to refund the amount paid for the Operation.

2.9. Toonie has the right to refuse to execute any Operations with the Card if:

2.9.1. the Card is invalid or closed or the use of the Card is blocked.

2.9.2. Toonie believes that the Operation may violate the law or the terms of this Toonie Pre-Paid Card Terms and Conditions.

2.9.3. the Card is being used on illegal websites or with payment processors supporting illegal websites, or to purchase illegal goods or services.

2.9.4. the operation amount and/or limit (including the Operation fees and expenses) exceeds the Available Funds and/or the limit established by Toonie.

2.9.5. on any other basis arising from agreements between Toonie, Wallester and Visa, or this Toonie Pre-Paid Card Terms and Conditions or legislation.

2.10. Toonie has the right to block the use of the Card until the circumstances have been verified if:

2.10.1. Toonie has become aware of a circumstance on the basis of which it can be reasonably concluded that the Card is available and/or its Means of Authentication are known to a person who is not authorised to use the Card.

2.10.2. the use of the Card may be associated with fraudulent or unlawful/criminal activities.

2.10.3. the Cardholder fails to fulfil its obligations under this Toonie Card Terms and Conditions.

2.10.4. there are other grounds for blocking based on agreements between Toonie, Wallester and Visa, or this Toonie Pre-Paid Card Terms and Conditions or legislation.

2.11. If the basis for blocking the Card pursuant to Clause 2.10 does not cease to exist or there is another basis for closing the Card under the Toonie Pre-Paid Card Terms and Conditions, Toonie has the right to close the Card.

2.12. Unless otherwise stated, Toonie shall not be liable for any damage caused to the the Cardholder or any other third party as a result of Toonie's blocking the use of the Card or closing the Card in accordance with the Toonie Pre-Paid Card Terms and Conditions. This shall also apply if Toonie blocks the use of the Card in good faith on the basis of false information.

2.13. Toonie has the right to assume that all the Operations with the Card have been carried out by the Cardholder in accordance with the Cardholder's will, until proven otherwise or until the Cardholder has informed Toonie in accordance with Clause 4.2.

3. SECURITY REQUIREMENTS FOR USING THE CARD

3.1. The Cardholder shall use the Card in accordance with this Toonie Pre-Paid Card Terms and Conditions including the following requirements:

3.1.1.1. not to disclose the Card Data or the Means of Authentication to any third party, except to the person accepting the payment for the duration of an operation.

3.1.1.2. to use the Card only in Terminals marked with the Visa logo or in Internet environments supported by Visa and to follow the instructions of the Terminal or the Internet environment when performing Operations. The instructions written on the Terminal shall be deemed to be correct and given by the Terminal. Toonie shall not be liable for any damage caused by a breach of this Clause of this Toonie Pre-Paid Card Terms and Conditions.

3.1.1.3. not to use the Card for illegal purposes and in a manner prohibited by applicable law, including the purchase of prohibited goods and services.

3.1.1.4. not to store the Card Data or the Means of Authentication on a data carrier.

3.1.1.5. to immediately report any errors or disruptions hindering the performance of Operations.

3.1.1.6. to beware of fraud. Toonie will never ask the Cardholder to provide them with the Card Data or the Means of Authentication by email or phone. Therefore, do not provide anyone with any information about the Card Data or the Means of Authentication if such request is purportedly made on behalf of Toonie.

3.1.1.7. fulfil other obligations arising from the Toonie Pre-Paid Card Terms and Conditions or legislation.

3.2. If the Card is unauthorised or misused, or if the Card and/or its Means of Authentication have been lost or stolen or have or may have become known to a third party who is not entitled to use them, the Cardholder is obliged to promptly report the incident to the Toonie.

3.3. Upon receipt of the information referred to in Clause 3.2, Toonie shall make every effort to prevent further use of the Card (incl. blocking the Card).

3.4. Toonie has the right to refuse to execute the Operation and/or withhold the Card if the Card and/or its Means of Authentication have been used incorrectly or if Toonie has doubts about the user's identity.

4. VALIDITY OF THE CARD AND ISSUE OF A NEW CARD

4.1. The Card is valid until the last day (inclusive) of the calendar month indicated on the Card.

4.2. Toonie shall automatically issue a new replacement Virtual Card within a month of the expiration of the existing card.

4.3. Toonie has the right not to issue a new Card upon expiry of the Card's validity or upon the Cardholder's application for a new Card (replacement card), if the Cardholder has breached any obligation or condition for the use of the Card arising from this Toonie Pre-Paid Card Terms and Conditions or any other agreement concluded with Toonie, or if the Cardholder no longer meets the requirements set by Toonie.

4.4. If the Cardholder does not want a new virtual Card, the Cardholder shall notify Toonie in writing or in another manner accepted by Toonie at least 45 days before the last day of the month indicated on the Card.

4.5. If the Cardholder does not accept the Card and/or the Card is not activated within 3 months from the date of creation of the Card, Toonie has the right to close the Card without refunding any service charges.

5. TOONIE WALLET

5.1. A funded Toonie wallet must be in operation before a Cardholder can activate a Card.

5.2. A Cardholder must complete their KYC assessment before a Toonie Wallet is approved.

5.3. Cardholders can only fund their Virtual Card through their designated Toonie EUR Wallet.

6. ENFORCEMENT, AMENDMENTS AND TERMINATION

6.1. The Toonie Pre-Paid Card Terms and Conditions shall enter into force upon acceptance of these by the Cardholder.

6.2. Toonie has the right to unilaterally amend the Toonie Pre-Paid Card Terms and Conditions. The content of the changes will be communicated to the Cardholder by giving the Cardholder at least 1 month's notice thereof. Within this 1 month, the Cardholder has the right to terminate the Toonie Pre-Paid Card Terms and Conditions with immediate effect and free of charge provided that all the obligations arising from the Toonie Pre-Paid Card Terms and Conditions have been fulfilled. If the Cardholder has not terminated the Toonie Pre-Paid Card Terms and Conditions within the period specified above, he shall be deemed to have accepted the amendments.

6.3. Toonie has the right to terminate the Toonie Pre-Paid Card Terms and Conditions as an extraordinary remedy without prior notice if:

6.3.1. the risks associated with the Cardholder are beyond Toonie's risk appetite.

6.3.2. the circumstances stipulated in Clause 2.9 have been verified.

6.3.3. the Card issued hereunder has been closed and/or blocked for at least 4 consecutive months.

6.3.4. the Card expires and the Cardholder fails to accept the new Card from Toonie within the period stipulated in Clause 5.5 (incl. failure to activate the new Card).

6.3.5. the Card has not been used for Operations for 6 consecutive months.

6.3.6. In addition to the cases stipulated in the Toonie Pre-Paid Card Terms and Conditions, Toonie has the right to terminate the Toonie Pre-Paid Card Terms and Conditions as an extraordinary remedy without giving advance notice on other statutory grounds.

7. LIABILITY

7.1. Toonie and the Cardholder may be liable for breach of their obligations in accordance with the provisions of this Toonie Pre-Paid Card Terms and Conditions and legal enactments. Toonie shall not be liable for failure to perform Operations if:

7.1.1. if there are insufficient Available Funds to carry out the operation.

7.1.2. if the Terminal where the operation was performed did not work properly.

7.1.3. if circumstances beyond Toonie's control (e.g. fire, flood, national emergency, computer or communication failure) prevent the Operation from being performed.

7.1.4. if a merchant refuses to accept the Card.

7.1.5. if the Card has been blocked after the Cardholder has reported the loss or theft of the Card or the Card Data.

7.1.6. if Available Funds are subject to legal proceedings or any other encumbrance restricts their use.

7.1.7. if Toonie has reason to believe that the operation is unauthorised.

7.1.8. there are other reasons arising from this Toonie Pre-Paid Card Terms and Conditions or legislation.

7.2. Toonie shall not be liable for third parties involved in performing Operations, for goods or services paid by the Card, and in cases where acceptance of the Card for the performance of an Operation is refused.

7.3. If an unauthorised payment has been made using the lost or stolen Card and/or the Means of Authentication, or if the Card and/or the Means of Authentication have been used in any other unlawful manner, and if the Cardholder has not properly stored the Card and/or the Means of Authentication, and if there are no legal circumstances excluding liability, the Cardholder shall be liable for any damage caused until the acceptable notification to Toonie, but not exceeding the amount of 50 euros. No limits shall apply to the Cardholder's liability if the unauthorised payment is due to fraud on the part of the Cardholder, or if the Cardholder has intentionally or grossly negligently breached the following:

7.3.1. the obligation to use the Card and/or the Means of Authentication in accordance with this Toonie Pre-Paid Card Terms and Conditions on its issuance and use, including the obligation to make every effort to protect the Card and/or the Means of Authentication enabling its use from the moment of receipt of the Card and/or the Means of Authentication;

7.3.2. the obligation to report the loss, theft and unauthorised or improper use of the Card and/or the Means of Authentication immediately after becoming aware of the relevant incident.

7.3.3. one or more conditions for issuing or using the Card and/or the Means of Authentication.

8. ANTI-MONEY LAUNDERING (AML) AND COMPLIANCE

8.1. In preventing money laundering and terrorist financing, Toonie has the following rights:

8.1.1. to request additional information about the Cardholder, their representatives, owners and ultimate beneficial owners;

8.1.2. periodically verify the information forming the basis for the identification of the Cardholder and request the Cardholder to submit additional documents.

8.1.3. to identify the Cardholder at any time chosen by Toonie, especially, if Toonie has doubts about the accuracy of the information obtained during the initial identification.

8.1.4. to impose temporary or permanent restrictions on operations.

8.1.5. to request documents and information about the activities of the Cardholder, including information about the purpose and nature of the transaction and the origin of the Cardholders assets.

8.1.6. to request the Cardholder to provide any other information and to take any other action Toonie deems necessary to implement its anti-money laundering and counter-terrorist financing measures.

8.2. Toonie has the right to refuse to provide services, or to issue a Card and/or to execute Operations if the Cardholder fails to comply with the requirements set out in Clause 9.1.

8.3. Toonie may request additional verification documents and information.

8.4. Toonie reserves the right to impose restrictions, decline services, or terminate the agreement if AML and compliance requirements are not met.

9. INFORMATION AND SUBMISSION OF COMPLAINTS

9.1. The Cardholder is obliged to check the accuracy of the performed Operations. Complaints regarding unauthorised and/or improperly executed Operations shall be raised with Toonie without undue delay.

9.2. If the Cardholder has authorised the operation without knowing the exact amount, the Cardholder's right of redress is directly from the recipient of the payment resulting from the Operation.

9.3. The Cardholder must verify transactions and report disputes promptly.

9.4. Complaints should be submitted to Toonie's support team at **support@toonieglobal.com**.

9.5. Unresolved disputes may be escalated to relevant financial authorities.

10. DATA PROTECTION AND PRIVACY POLICY

The Cardholder's Personal Data shall be processed in compliance with the GDPR and other applicable data protection laws. For details, refer to Toonie's Privacy Policy at https://www.toonieglobal.com/privacy-policy.

11. FORCE MAJEURE

Toonie shall not be liable for any failure or delay in providing services due to events beyond its reasonable control, including but not limited to natural disasters, acts of war, terrorism, government actions, or system failures.

12. GOVERNING LAW & JURISDICTION

Toonie's prepaid card services are issued and operated by Wallester AS, a regulated payment institution. As a result, the issuance and use of the Card are subject to the laws and regulatory framework applicable to Wallester. In addition, Toonie ensures compliance with European Union financial regulations, particularly those governing electronic money

and payment services. Any disputes or legal matters related to these Terms will be addressed in accordance with the applicable regulatory and legal provisions.

13. DATA PROTECTION & PRIVACY

The Cardholder's Personal Data shall be processed in compliance with the GDPR and other applicable data protection laws. For details, refer to Toonie's Privacy Policy at https://www.toonieglobal.com/privacy-policy.

13 INTELLECTUAL PROPERTY

All trademarks, logos, and proprietary content used within the Toonie app and related services are the exclusive property of Toonie or its licensors. Unauthorised use is strictly prohibited.

14. ASSIGNMENT

The Cardholder may not transfer or assign their rights or obligations under these Terms without prior written consent from Toonie.

14. NOTICES & COMMUNICATION

Toonie will communicate any updates, changes, or important information regarding the Card, Toonie Wallet, or related services through the Cardholder's registered email address or via in-app notifications. The Cardholder is responsible for keeping their contact details up to date. For any inquiries, concerns, or disputes, Cardholders may contact Toonie at support@toonieglobal.com.

15. FINAL PROVISIONS

16.1 Toonie and the Cardholder agree not to disclose any information relating to the conclusion or performance of this Toonie Pre-Paid Card Terms and Conditions to any third party, unless this is necessary for the processing of the Card or the Operations or has been agreed herein. Toonie shall have the right to process relevant data to provide the service to the Cardholder in accordance with these Toonie Pre-Paid Card Terms and Conditions.

16.2. Toonie has the right to disclose information about Operations, the Card or the Cardholder to third parties whose right to receive information arises from legal enactments and/or Toonie's principles of processing customer data.

16.3. The specific terms and conditions for processing of personal data are stipulated in the Privacy Policy available on Toonie's website.

Appendix 1 Fees

The fees to be applied to Toonie cards are:

- **Top-up fee**: Max(€2,1%*top-up amount).
- **Virtual card issue**: €1,00 fixed

Appendix 2 Limits

All Cardholder when accepting the Toonie Card Terms and Conditions also accept the limits of the card.

All Toonie limits are defined by monthly limits as confirmed below.

2.1 Default Limits

	CONTACTLESS LIMITS
	Default
Card Daily	5000
Card Monthly	5000
	INTERNET LIMITS
	Default
Card Daily	500
Card Monthly	5000
	WITHDRAWAL LIMITS
	Default
Card Daily	250
Card Monthly	5000

**Default limits are applied automatically to each account and card created. These limits can be changed manually down to zero up to the Maximum limits.*

*** Transactions exceeding the default limits will undergo enhanced due diligence by the Compliance Department in accordance with regulatory and risk assessment requirements.*