

The toco initiative

Terms and conditions

Effective Date: February 2024

Toco AG and The Carbon Reserve do not accept liability for losses suffered by a Wallet Holder due to non-adherence with any part of these terms and conditions.

Definitions

Applicable Exchange Rate – The rate at which a toco is translated to local currency, prevailing at the time that the buy or sell transaction is submitted to The Carbon Reserve.

Beneficial Owner – As defined in terms of Swiss financial market regulation (refer current version of AMLO-FINMA)

Fee – Refers to transaction fees as per the Fee Schedule, available at www.tocos.org.

Merchant – Operating entities that hold toco wallets that have been activated by the Payment System. The term may include the employees of the Merchant where applicable.

Payment System – refers to the platform on which transactions are processed and which is owned and operated by Toco AG. Reference to the “Payment System” includes all subsidiaries which are controlled by Toco AG as published on www.tocos.org.

Prohibited Businesses – Refer to the list at www.tocos.org

Restricted Country – Grey and blacklisted countries as per FATF.

Services – Refers to all functions related to the property which is owned by the Payment System and The Carbon Reserve, including the toco website (www.tocos.org), The Carbon Reserve website (www.thecarbonreserve.org), the tocos mobile application, and the distributed ledger-based payment infrastructure which is owned and operated by the Payment System.

Supported Area – Refers to the defined geographical area where the Payment System can support Merchants who wish to accept tocos as a means of payment. Refer to the list at www.tocos.org

Supported Country – Refers to a country where the Payment System can offer toco wallets to its residents. Refer to the list at www.tocos.org

The Carbon Reserve - A non-profit Foundation, based in Switzerland, that issues the toco. Reference to “The Carbon Reserve” includes all branches and subsidiaries controlled by The Carbon Reserve as published on www.thecarbonreserve.org.

toco or tocos – A digital means of payment, issued by The Carbon Reserve, which a Wallet Holder can use to pay for goods and services and which a Merchant can accept in exchange for goods and services.

Wallet Holder – Natural person or Merchant that holds a wallet that has been activated by the Payment System on successful completion of a verification and onboarding process, including:

- Persons that are 18 years or older and can accept these terms and conditions; persons which are resident in a Supported Country persons who are the Beneficial

Owners of the funds to be used to transact on the Payment System.

- Operating entities with a recognized legal form and sole traders that offer their goods and services in exchange for tocos to a Wallet Holder of a Supported Country, which trade in a Supported Area and with activities that are not on the Prohibited Businesses list.
- Other entities with a recognized legal form that is domiciled in a Supported Country and with activities that are not on the Prohibited Businesses list.

General Terms

1. Owning/holding a toco does not mean that the Wallet Holder is entitled to the assets of the Payment System or The Carbon Reserve (including in the event of liquidation).
2. Persons are not allowed to register a wallet on behalf of someone else (excluding authorized representatives acting on behalf of a prospective Merchant).
3. A Wallet Holder should use a wallet(s) for their own benefit and always for legitimate purposes.
4. A Wallet Holder must have a bank account, in their name, with a registered bank in a Supported Country to be able to buy/sell toco from/to The Carbon Reserve.
5. The ability to use toco on the Payment System is possible immediately after the Wallet Holder has downloaded and set-up the wallet subject to certain limitations, with the ability to access full functionality of the wallet once the verification process has been completed by the Payment System.
6. The Payment System reserves the right to reverify Wallet Holder information.
7. A wallet may be deactivated by the Payment System or on request of a Wallet Holder. The Payment System may deactivate wallets for legitimate reasons, including expired verification information, upon request from regulators and suspected / confirmed non-adherence to these terms and conditions.
8. The Payment System has no obligation to communicate internal decisions regarding wallet activation or deactivation to a Wallet Holder. The toco balance in a deactivated wallet is not available for use.
9. The Wallet Holder must inform the Payment System of any transaction executed by The Carbon Reserve wallet, resulting in tocos being incorrectly added or removed from its wallet.
10. Transactions in toco attract a Fee. Furthermore, the Wallet Holder is liable for any fees levied by its bank or third-party service providers, as applicable to transfer funds to the bank account of The Carbon Reserve.
11. Transactions are not reversible. It is the responsibility of the Wallet Holder to

confirm transaction information before submitting an instruction. Wallet Holders can, in agreement amongst themselves, execute a corrective transaction. The Payment System has no obligation to be involved in such corrective transactions and such transactions are subject to the usual Fee.

12. It is the sole responsibility of the Wallet Holder to comply with laws relating to the use of toco and the Services offered by the Payment System. including without limitation the determination, reporting, and payment of taxes.
13. The Payment System reserves the right to monitor transactions on its network. If any criminal, irregular, fraudulent, or unauthorized activity is detected or suspected, the Payment System may be obligated to share the relevant details with law enforcement agencies or any regulatory authority. In this regard, prior consent from a Wallet Holder is not required and the Payment System has no obligation to inform the Wallet Holder of such a report to the relevant bodies.
14. Various security features are used to safeguard toco wallets, including the use of private keys, passcodes, and secret words. The Payment System does not store any security information and it is the responsibility of the Wallet Holder to keep such information safe. This information is the only way to recover a wallet.
15. The Data Privacy Policy applies to the collection, processing, and storing of Wallet Holder information.
16. A Wallet Holder is required to provide accurate and up-to-date information, as requested by the Payment System from time to time, including specifically as required for verification purposes and should inform the Payment System of a change in any such information provided.

Buying and selling toco

1. The Carbon Reserve buys and sells toco. If toco is made available via exchanges, such approved exchanges will be listed on www.thecarbonreserve.org.
2. The Carbon Reserve, at its discretion, decides on the number of tocos that it can buy and sell.
3. The functionality of submitting a “sell” transaction to the Carbon Reserve will only be subject to jurisdiction-specific regulatory thresholds, as applied by the Carbon Reserve from time-to-time.
4. The submission of a “Sell” transaction by the Wallet Holder does not imply the automatic acceptance of the offer by The Carbon Reserve. Tocos offered for sale are placed in escrow and not available for use by the Wallet Holder until the Carbon Reserve accepts or rejects the offer.
5. The Wallet Holder submission of the “Buy” or “Sell” instruction is confirmation of acceptance of the local currency amount which will be deducted from its

debit/credit card or deposited into its bank account.

6. On acceptance of a “Sell” instruction, the Wallet Holder bank account will be credited, within 5 business days after acceptance by The Carbon Reserve, with an amount which is calculated by applying the Applicable Exchange Rate.

Merchant specific terms

1. Merchants may opt to accept toco as a means of payment.
2. The Payment System is responsible for issuing a unique QR code to a Merchant. The QR code is linked to a specific wallet address and should be presented to its customers when accepting payment.
3. Merchants must ensure that the correct QR is presented to customers.
4. Merchants must display promotional material supplied by the Payment System in such a way that the public can see that the Merchant is willing to accept toco.
5. The Merchant consents to the Payment System advertising or publishing merchants’ acceptance of toco payments.
6. Merchants may not create the impression that the Payment System endorses or guarantees any of its goods or services.
7. Merchants who accept toco as a means of payment are required to ensure that their staff is adequately trained in the use of the QR code and wallet, as applicable. In this regard, the Payment System will provide staff training.
8. The Merchant must only dispatch goods or services to the Wallet Holder once the transaction is finalized.
9. The Payment System reserves the right to inspect/investigate a Merchant’s compliance with these terms and conditions.

Use of Services

1. Services made available are provided “as is” and with all faults.
2. The Payment System and The Carbon Reserve will make every effort to ensure that its Services are continually available but cannot be held liable for unavailability thereof.
3. The Payment System and The Carbon Reserve may provide hyperlinks to third-party websites and applications but do not accept any liability for the access or use of such 3rd party websites or applications by any person.

Community Engagements

1. The Community Engagements tool is only available to users with the mobile Toco App.
2. The illustrations depicted in the Toco App, under Community Engagements, whether in the form of images, diagrams, or any other visual representation, are provided for informational purposes only and are intended to serve as estimations.
3. The illustrations seen cannot be relied on to make any claims, demands, or assertions against the Payment System or The Carbon Reserve.
4. Retirements of toco via the app do not represent off-set claims.

Intellectual property, copyright violations

1. Persons are prohibited from using the Services in any way that attempts to change, modify, circumvent, disable or tamper with it. Including attempts to present intellectual property related to the Services as belonging to a person or entity other than the Payment System or The Carbon Reserve.
2. The content related to Services is protected by local and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content related to the Services are the property of the Payment System and The Carbon Reserve respectively, unless credit is attributed to the author thereof.
3. None of the contents of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the applicable copyright laws or without the prior written permission, and further, should such consent be provided, the Payment System and The Carbon Reserve respectively, reserves its right to withdraw such consent at any stage in its sole and absolute discretion.
4. A Wallet Holder may not “mirror” any content related to the Services unless with prior written permission.
5. A Wallet Holder must not attempt to decipher, decompile, disassemble or reverse engineer any of the software or code comprising or in any way making up a part of the Services.
6. The Payment System and The Carbon Reserve owns or are licensed to use all intellectual property related to its Services.
7. A Wallet Holder may not use any intellectual property related to the Services for any purpose other than for its intended purpose.

8. The Payment System and the Carbon Reserve owns their distinctive trademarks, brands and logos, whether registered, unregistered, or in the process of being registered.
9. 3rd Parties may not use or display any distinctive trademarks, brands, and logos of the Payment System and The Carbon Reserve without first obtaining consent. This does not apply to Merchants or exchanges that deal in toto.