

Date: 27-01-2025

Terms of Service of Quantoz Payments and the EURQ and USDQ

Quantoz Payments B.V. hereafter referred to as “QP”, “we,” “our,” “us,”) is an authorized electronic money institution (EMI) supervised by the Dutch Central Bank that offers a blockchain-based ecosystem for the issuance and redemption of our electronic money tokens (EMTs) “EURQ” and “USDQ”.

Further information about us is available on our website, www.quantozpay.com.

This document outlines our Terms of Service (referred to as “Terms of Service,” “Terms,” or the “Agreement”) for the services we provide. It includes general provisions about your and our rights and responsibilities. This Agreement, along with our Fee Schedule, Privacy Policy, Cookie Policy, and any other relevant terms and conditions, forms the legal agreement between you (The Customer) and us. By using any of the services described in these terms of service, you are agreeing to be bound by these terms. please do not use any of the services if you do not accept these terms. These terms of service are a legally binding agreement between you and us, and it is important that you take the time to read them carefully.

Definitions

1. **“Account”** Your account within the Service.
2. **“Agreement”** These terms of use, consisting of A. Terms of Service and B. Terms of EURQ and USDQ, accepted by you in the registration process or by using the Service.
3. **“AML Act”** means the Anti-Money Laundering and Counter-Terrorist Financing Act (Wwft) of the Netherlands.
4. **“Burning”** means the redemption and taking out of circulation of EURQ and, or USDQ by QP.
5. **“Customer”** hereafter referred to as “You”, “Your”, “Yours” means the legal person who has undergone satisfactory due diligence procedures and who has entered into this Agreement with the Company. A personal customer is a private person, a business customer is a legal entity.
6. **“EMD2”** means Directive 2009/110/EC of the European Parliament and of the Council on the taking up, pursuit, and prudential supervision of the business of electronic money institutions.
7. **“EURQ”** “EURQ is a euro-backed stablecoin issued by Quantoz Payments, classified as an electronic money token (EMT) under MiCAR.
8. **“EURQ Transaction”** means the act by which EURQ are issued and transferred to you by us, transferred between accounts, or redeemed by you to us.

9. **“Electronic Money Token”, “EMT”** means electronic money as defined in MiCAR, title IV E-MONEY TOKENS.
10. **“Issuing”** means the bringing into circulation of EURQ and/ or USDQ by QP.
11. **“MiCAR”** means REGULATION (EU) 2023/1114 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 31 May 2023 on markets in crypto-assets, and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937
12. **“Pricing”** means the price list in force at the time, based of which we charge the Customer fees and commissions for the use of the Services. The price list can be seen here: [Fees](#)
13. **“PSD2”** means Directive (EU) 2015/2366 of the European Parliament and of the Council on payment services in the internal market.
14. **“Reserve”** means the value of euros or dollars that is at least equivalent to the issued and outstanding EURQs or USDQs, managed by the independent Stichting Quantoz (Quantoz Foundation), and placed into a separate customer funds account held at a credit institution, and, or invested in secure, low-risk and liquid assets.
15. **“Service”** means Issuing, Transfer or Redemption of EURQ and/ or USDQ, in accordance with this Agreement to support the Customers using EURQ and/or USDQ.
16. **“TOKEN(S)”** means **“EURQ”** or **“USDQ”**, or a combination of both.
17. **“USDQ”** is a USD-backed stablecoin issued by Quantoz Payments, classified as an electronic money token (EMT) under MiCAR
18. **“USDQ Transaction”** means the act by which USDQ are issued and transferred to you by us, transferred between accounts, or redeemed by you to us.
19. **“User”** means the Customer’s representative who uses the Service on the Customer’s behalf.

A. Terms of Service

1. Service Provider and the Service

1.1. Our contact details are as follows:

Name: Quantoz Payments B.V.

Address: Europalaan 100, 3526 KS Utrecht, The Netherlands.

Website: <https://quantozpay.com>

Email: contact@quantozpay.com

1.2 We are registered by the Dutch Central Bank (De Nederlandsche Bank) as an electronic money institution (EMI) under the Financial Supervision Act (Wet op het financieel toezicht – Wft).

1. About the Service:

1.3. With the conclusion of this Agreement, QP shall provide the Service to you. The Service enables you to request Issuing of TOKENS, request Transfers of TOKENS and request Redemption of TOKENS to you in accordance with this Agreement.

1.4. "We are entitled to charge fees for specific services, as outlined in the current Pricing in force. Redemption of e-money tokens (EMTs) into fiat currency is free of charge, as mandated by MiCAR art. 49(6)."

2. Conclusion of the Agreement and Applicable Terms

2.1. You and QP enter into this Agreement electronically via remote communication or the Service, whichever method is used by us at any given time.

2.2. You must carefully read this Agreement and ensure compliance before and during its validity. Using the Service confirms your understanding and acceptance of its provisions. If you cannot comply, refrain from using the Service.

2.3. This Agreement between QP and you becomes effective immediately after registration.

2.4. When entering into this Agreement, you agree to communicate with us via the Service and remote communication.

2.5. QP reserves the right to refuse to conclude this Agreement with any party.

2.6. You shall consider the terms set by network operators, device manufacturers, and other third parties, which may be a condition for using the Service provided by us.

3. Compliance with the AML-Act

3.1. In accordance with the AML Act, QP has a legal obligation to know its Customer (KYC) and ensure that you do not use the Service or enable the Service to be used for money laundering or terrorist financing.

3.2. You understand and agree that QP may use any and all necessary legal means (e.g., deriving information of you from reliable third-party sources, such as government databases) to ensure QP compliance with the AML Act regarding the provision of the Service to you. You are also responsible for complying with applicable laws, including anti-money laundering, and countering the financing of terrorism laws. You understand that not complying with applicable laws might harm the reputation of QP. When doing so, to the extent permitted by law, QP will hold you liable for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, or indirect or consequential loss. A natural person has the authority to provide counterevidence.

3.3. You understand and agree that if QP is unable to ensure sufficient compliance with the AML Act regarding you using the Service, we may unilaterally, without any kind of advance notice,

decide to stop offering the Service, and terminate the Agreement with you. In such situations, you are not entitled to compensation.

4. Information Provided by you to us

4.1. You are obliged to provide QP with the correct, sufficient, and necessary information requested by us at any given time in order to enter into the Agreement and execute the Service.

4.2. You are solely responsible for the correctness and timeliness of the information provided.

4.3. You must immediately notify us of any changes to your information in the Service, such as changes in your name, or address.

4.4. QP is not responsible for damages caused by your negligence to notify us of the changes in your information.

4.5. QP has the right to charge business customers for the costs for not notifying the changes in your information to us.

5. Our Rights and Responsibilities

5.1. QP owns and retains all proprietary rights in the Service, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Service contains the copyrighted material, trademarks, and other proprietary information of QP and our licensors.

5.2. The Service may enable you to view, access, communicate and interact with third party sources, for example, third party websites and services. We do not assume any responsibility for the content, actions, or practices of any such sources. Your interaction with such a source and your use of, and reliance upon, any content provided by such sources is at your sole discretion and risk.

5.3. We are not responsible for the content of the Service or its correctness, except for the content generated by us. Thus, we are for example not responsible for information you disclose through the Service.

6. Your Rights and Responsibilities

6.1 To access and use the Service, you must be a legally recognized entity or an individual residing within the European Economic Area (EEA), United Kingdom (UK) or Switzerland (CH). By registering an Account and/or utilizing the Service, you confirm and guarantee that you possess the capacity to enter into a legally binding agreement with QP. You further certify that you are not prohibited from using the Service by any legal restrictions and that you will adhere to the terms of this Agreement, as well as all relevant local, regional, national, and international laws, guidelines, and regulations.

6.2. The Account is personal and only you shall have access to it. You are responsible to take all necessary measures to restrict access to your Account to authorized Users only. To be noted,

the User's account in the Service shall also be personal and may not be used by other Users or third parties.

6.3. You agree to use the Service only for the purposes permitted by the Agreement and any applicable laws, regulations or generally accepted policies or guidelines in the relevant jurisdiction.

6.4. You are solely responsible for the electronic devices, communication devices and other such devices and matters such as hardware condition, internet connection, antivirus, backup, and other similar technologies used by you.

6.5. You agree not to take up any actions that disturbs or in any other way hinders the Service or its servers or networks (e.g. spam transactions).

6.6. The Service may contain links to third party websites. When you visit third party websites, you do so on your own responsibility and risk.

6.7. You agree not to send, transmit or store material through the Service that is in violation of good practice or law. You also agree not to incite others to engage in any such activities. Furthermore, you agree not to violate anyone's intellectual property rights through the Service.

6.8. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Service. You agree to not remove, obscure, or otherwise alter any proprietary notices appearing on any content, including copyright, trademark, and other intellectual property notices.

6.9. If you do not comply with this Agreement, QP may terminate the Agreement with direct legal effect, cancel your Account and implement any other similar procedure.

6.10. You act diligently towards QP in all activities between us. You understand that the Account and the login information are your personal information, and these must be stored and used with care and security so that third parties cannot access or use them. You do not give access to or grant any third party the right to use the Service.

6.11. You should sign out of the Service when you stop using the Service.

6.12. You must immediately notify us of the loss of the login information, third party possession or unauthorised use of the Account to the following email address: compliance@quantozpay.com. You are solely responsible for all activity in the Account.

6.13. You are obliged to take all reasonable steps to fulfil the duty of diligence and to ensure regularly, in accordance with the circumstances, that the duty of diligence has been fulfilled.

6.14. You are solely responsible for complying with applicable laws. You agree that QP is not responsible for determining whether or which laws may apply to your transactions, including tax laws. You are solely responsible for reporting and paying any taxes arising from the use of TOKENS or the Service, including any accurate reporting of the tax or legal status of TOKENS in the appropriate jurisdiction.

6.15. You guarantee that when your Users use the Service, they shall comply with your obligations under the Agreement. You are solely responsible for the actions or inactions the User undertakes while using the Service.

7. Rights regarding the implementation of a recovery plan

7.1. In circumstances requiring the activation of a recovery plan to maintain operational stability, QP may implement specific measures, including but not limited to:

- a. Restriction on new Customers: QP reserves the right to temporarily limit the onboarding of new customers to manage resources effectively and stabilize operations;
- b. Customer Volume Limitations: QP may impose limits on the amount of funding customers are permitted to provide. Customers will be informed promptly of such restrictions to ensure transparency and effective cooperation.

7.2. QP may also take the following actions under its recovery plan:

- a. Apply liquidity fees on redemptions;
- b. Implement daily limits on the redemption of TOKENS, which may be set both at an aggregate level (e.g., as a percentage of total issued TOKENS) and at an individual wallet level;
- c. Temporarily suspend redemptions as a measure of last resort.

7.3. In the event of any recovery measure being implemented, QP will notify affected customers via its website or other valid communication channels without undue delay.

8. Rights regarding the implementation of a redemption plan

8.1. If the Redemption Plan is triggered, QP may impose temporary restrictions on the redemption of TOKENS. During this period, individual redemption claims will be suspended. Instead, QP will initiate an organized redemption process for all TOKEN holders in accordance with the Redemption Plan and in cooperation with relevant authorities.

8.2. TOKEN holders will be promptly informed of the activation of the Redemption Plan through the QP website or other valid communication channels. Notices will include the following details:

- a. Procedures and deadlines for submitting redemption claims;
- b. The activation date and time of the Redemption Plan;
- c. Required information and documentation to file a claim;
- d. The submission location and timeframe for claim submission;
- e. Conditions for redemption and the availability of technical support.

8.3. To process redemption requests, TOKEN holders must meet specific eligibility criteria, including but not limited to:

- a. Proof of identity;
- b. Evidence of token holdings;
- c. Compliance with AML/CFT requirements;
- d. Provision of valid bank account information and other necessary details required to complete the request.

8.4. QP will ensure that the redemption process is conducted equitably for all TOKEN holders and in a manner that protects their redemption rights.

9. Term and Termination

9.1. The Agreement is in force until further notice.

9.1. You may terminate our business relationship at any time by closing your Account after redemption or Transfer of any remaining TOKENS associated with your Account except otherwise specially agreed upon or stated in law.

9.3. We have the right to suspend and prevent you of using the Service and/or terminate the Agreement immediately and at the same time stop offering the Service to you and close the Account if you have materially breached the obligations under the Agreement. We will send a notice of termination or cancellation to you. In such a case, we are entitled to charge a fee and take any steps we deem necessary.

9.4. We may, within the limits of applicable law, deem it appropriate to prevent the use of the Service with immediate effect or to restrict your ability to use certain functions of the Service if we suspect violation of these Terms of Service, other terms, our internal policies or laws and regulations that govern our operation. If the business relationship is terminated or suspended unilaterally by us, the total monetary value of your TOKENS held shall be redeemed with a deduction of relevant fees according to our Fee schedule. You will be notified of the termination electronically. We reserve the right to delay and/or obey to competent authorities' instructions when the monetary value of TOKENS itself is suspected to have been gained unlawfully, used to finance terrorism or in money laundering purposes, and/or used in violation of the Terms of Service or other applicable laws and regulations. In certain circumstances, we will consult with the FIU.

9.5. Our obligation to offer the Service ends when the Agreement is no longer in force.

9.6. At the end of the customer relationship with QP, your Account may be closed, and your right to use the Service shall cease.

9.7. The following sections shall remain in force even after the termination of the Agreement 3, 5, 6, 11, 12 and 16.

10. Changes to the Agreement and the Service

10.1. QP has a unilateral right to change the Agreement. We will notify you of the changes in the Service. The changes enter into force on the date specified by us, however, no earlier than thirty days after sending the notice to you, except where immediate changes are required to comply with legally binding requests from competent authorities or regulatory obligations. Immediate modifications will be communicated promptly to you.

10.2. The Agreement will remain in force as amended unless you do not accept the changes. In such case, you can terminate the Agreement (see section 7.2). To continue the use of the Service, it may be required that you accept the changed Agreement by a so-called tick-the-box method in the Service.

10.3. Modifications to the Agreement or the rights and obligations of TOKEN users may occur under the following conditions:

- a. Compliance with applicable laws and regulations: Changes may be necessary to ensure adherence to prevailing laws and regulations within the operational territory of QP.
- b. Improvement of services: Updates may be made to enhance the quality and efficiency of services provided to users, ensuring better user experience and satisfaction.
- c. Enhancing security measures: Adjustments may be implemented to bolster security protocols, safeguarding user assets and data against evolving threats in the digital landscape.
- d. Force Majeure: Changes may be necessary if it becomes impossible for QP to fulfill its obligations due to unforeseen events and the continuation of TOKENS becomes definitively impossible.

10.4. Proposed changes will be announced to users with a 30-day notice period, allowing them time to review and prepare for the updates. However, if immediate changes are required due to legal, regulatory, or compliance obligations, they will take effect immediately upon communication.

11. Language, Communication, and Customer Service

11.1. English shall be used in any communication.

11.2. Communication is via email contact@quantozpay.com.

12. Complaint Submission Contact & Handling Procedures

12.1. Customers can file a complaint by sending an email to support@quantozpay.com, with the word “Complaint” in the subject line. To facilitate the efficient handling of complaints, Customers are requested to provide the following information:

- a. Full name of the Customer;
- b. The Customer Account Code provided by QP;
- c. E-mail address;
- d. A detailed description of the complaint.

12.2. Upon receipt of a complaint, QP will take the following actions to ensure the matter is addressed promptly and professionally:

- a. Confirmation of Receipt: QP will assess the complaint and confirm receipt by email. This confirmation will include the expected timeframe for addressing the complaint, which is generally within fifteen (15) working days from the date of receipt. In exceptional circumstances, this period may be extended up to thirty-five (35) working days, provided the Customer is informed of the reasons for the extension and consents to it;
- b. Request for Additional Information: If applicable, QP may request additional information required to commence handling the complaint. The response timeframe will begin only after the requested information has been received;
- c. Analysis of the Complaint: The Customer Support Desk and relevant departments will analyze the complaint thoroughly;
- d. Outcome Notification: QP will inform the Customer of the outcome of the complaint, including any possible compensation for damages, within the specified timeframe;

- e. Customer Feedback: The Customer will have ten (10) working days to respond to the outcome. If the Customer's response necessitates further investigation, the complaint will be reassessed, and a final response will be provided within ten (10) working days after receiving the Customer's response;
- f. Closure: The Customer will be notified when the complaint handling process has been finalized. Information about the possibility of initiating legal proceedings through a civil court will also be provided at this stage.

12.3. QP will record all relevant information and correspondence related to the complaint to ensure transparency and accountability.

12.4. QP has a comprehensive complaints procedure in place to handle complaints efficiently, effectively, and professionally, with the goal of minimizing complaints and claims. The complaints procedure is available on the QP website at <https://quantozpay.com/complaints>

13. Processing of Personal Data

13.1. Personal data processing activities related to the Service are described in the Service's privacy policy notice, available on our website: <https://quantozpay.com/privacy-policy/>

14. Fees and Taxes

14.1. We are entitled to charge fees for specific services, as outlined in the current Pricing in force. You acknowledge, that we have the right to charge a wallet management fee. Redemption of e-money tokens (EMTs) into fiat currency is free of charge, as mandated by MiCAR art. 49(6).

14.2. The Pricing schedule is subject to change as outlined in the terms of this Agreement. Any changes will be communicated in advance in accordance with applicable regulations.

14.3. All stated fees are exclusive of taxes and similar fiscal charges, which users are responsible for paying in full as required by current or future applicable laws.

15. Indemnity and Limitation of Liability

15.1. You agree to defend, indemnify, and hold harmless QP and Stichting Quantoz (Quantoz Foundation), and their affiliates and subsidiaries, and respective officers, directors, employees, supervisory board, shareholders, predecessors, successors in interest, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Service; (ii) your violation of this Agreement; and (iii) your violation of any third party right, including without limitation any intellectual property rights or data protection right.

15.2. The Service is provided on an "as is" and "as available" basis. While we strive to provide access to the Service at all times, we do not guarantee that the Service is usable at any given time or that the Service will work flawlessly. QP does not guarantee the uninterrupted and continuous operation of the Service or other equipment and/or systems used in the execution of the Service.

15.3. In addition to the costs and interest loss incurred by QP, we are only obliged to compensate you for any direct damage caused to you by our breach of an applicable law or the Agreement. You are not entitled to compensation from us if you do not notify us of the reason for the compensation within a reasonable time after becoming aware of the reason.

15.4. We shall not be liable for damages if the performance of our obligations under the Agreement or an applicable law would be contrary to another applicable law.

15.5. In the case that you suffered losses, you shall take all possible actions to limit these losses. If you fail to do so, you will be liable for damages.

15.6. You are not entitled to compensation due to the termination of this Agreement or due to the termination of the Service.

15.7. To the fullest extent allowed by applicable law and this section 12, in no event will QP, and/or Stichting Quantoz (Quantoz Foundation), their affiliates, business partners, licensors or service providers be liable to you or any third person for any indirect, reliance, consequential, exemplary, incidental, special or punitive damages, including without limitation, loss of profits, loss of goodwill, damages for loss, corruption or breaches of data or programs, service interruptions and procurement of substitute services, even if we have been advised of the possibility of such damages.

15.8. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever, and regardless of the form of the action, will always be limited to the amount paid, if any, by you to QP for the Service within the month preceding the date of bringing a claim.

16. Force Majeure

16.1. A party shall not be liable for damages if the party can show that the performance of its obligation was prevented by an unusual and unforeseeable cause beyond its control and the consequences of which it could not have avoided with all due diligence.

16.2. Force majeure or other similar circumstance entitles us to suspend the provision of the Service for the time being.

16.3. We may notify of a force majeure through the Service, website, in the media or through other appropriate means.

17. Transfer of Agreement

17.1. We have a unilateral right to transfer the Agreement, and the receivables related to it and other rights and obligations in full or in part to a third party.

17.2. You are not entitled to transfer the rights and obligations under the Agreement.

18. Regulatory Authorities

18.1. The EMT services QP provides are supervised by the Dutch Central Bank (De Nederlandsche Bank) Postal address, P.O. Box 98, 1000 AB Amsterdam, the Netherlands.

19. Governing Law and Disputes

19.1. This Agreement shall be governed by the laws of The Netherlands, without regard to its principles and rules on conflict of law.

19.2. If you believe that QP has acted in violation of this Agreement, you should first contact us. Any disputes between you and QP are primarily resolved through negotiations.

19.3. Any dispute, arising out of or relating to the Agreement, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Dutch Foundation "Nederlands Arbitrage Instituut" (NAI). The number of arbitrators shall be one (1). The seat of arbitration shall be Utrecht, the Netherlands. The language of the arbitration shall be English. However, evidence may be submitted, and witnesses may be heard in Dutch, to the extent the arbitral tribunal deems it appropriate. A natural person has the authority to have the dispute settled by the competent court in Utrecht. The choice of a natural person for court instead of arbitration must be received by QP no later than thirty-two (32) days after QP has notified the Customer that it will submit the dispute to the arbitrator of the NAI.

B. Terms of TOKENS

20. Information of TOKENS

20.1. The legal issuance of euro- and dollar backed "EMT" in the European Economic Area requires a relevant financial license provided by an official financial authority of a European Union member state. Therefore, QP, as the issuer of the euro backed EMT, EURQ and the dollar backed EMT USDQ, is licensed as an EMI in the Netherlands by the Dutch Central Bank "DNB". The Dutch Financial Supervisory Authority supervises the operations of QP and the issuance of the TOKENS.

20.2. From a regulatory perspective and by the affirmation of the Dutch Financial Supervisory Authority, the TOKENS are an "EMT" under applicable laws (which are based on EMD2, MiCAR and PSD2).

20.3. One (1) EURQ issued shall always be backed up by one (1) euro, and one (1) USDQ shall always be backed by one (1) dollar, in value, whereby the TOKENS are always fully backed by at least an equivalent value of Reserves. As an EMI, QP is liable under applicable laws to sufficiently safeguard the Reserves, whereby it is not just a contractual promise of QP to safeguard the Reserves, but also its regulatory obligation.

20.4. You can use the Service to request us the issuing of the TOKENS and/or request us to redeem the TOKENS to you.

21. Issuance of the TOKENS

21.1. QP only accepts euro- and dollar payments from an IBAN bank account in name of the account holder of a bank in a SEPA country. The first successful funding payment defines the bank account that will be connected to your account for future fundings and for payouts.

21.2. TOKENS are issued at its face value when we receive your funds. Please be aware that the amount you send from your bank account and the amount we receive might differ due to transaction and currency conversion fees.

21.3. Once the issued TOKENS are transferred to you, you become the sole legal owner of these TOKENS.

21.4. Quantoz Payments has set a minimum funding threshold of 100,000 euros to purchase EURQ, and a minimum funding threshold of 100.000 dollars to purchase USDQ.

22. Issuance Procedure

22.1. To initiate the issuance of TOKENS, the customer must notify QP of their intention by providing details of the token type, amount, and the receiving blockchain address. Upon receiving this request, QP will validate and verify the customer's status, perform compliance checks as required by applicable laws and regulations, and assess the feasibility of the request. Following this review, QP will issue a written confirmation of approval or a rejection of the request. If the request is approved, the customer shall transfer the agreed fiat amount to QP's designated bank account and provide relevant transaction details, such as the transaction reference number or IMAD. Once the fiat funds are received, QP will issue a written confirmation to the customer. QP will then proceed to transfer the issued TOKENS to the customer's whitelisted blockchain wallet address. The customer will be notified of the transaction and provided with the corresponding blockchain transaction ID ("txID"). Upon receipt of the TOKENS, the customer must confirm their receipt in writing, which finalizes the issuance process. For further information regarding compliance procedures, please refer to our [CDD Redemption Policy](#)

22.2. In the event of an error or exception during the issuance process—such as issues related to sanctions, incorrect blockchain addresses, amounts, or bank account details—the matter will be reviewed and resolved on a case-by-case basis. Resolutions may take up to six (6) months, depending on the complexity of the issue and any applicable regulatory requirements.

23. Qualification as a Registered TOKEN Account Holder

23.1. Eligibility for Account Certification

To qualify as a Registered TOKEN Account Holder, the following conditions must be met:

- (a) For each transaction, the party must mint a minimum of €100,000 worth of TOKENS.
- (b) Successful completion of Know Your Customer (KYC) and Anti-Money Laundering (AML) procedures. Additional Information can be requested as part of ongoing (transaction) monitoring
- (c) Validation of bank account details by Quantoz Payments and;
- (d) Validation of bank account details by designated banking partners.

23.2. Account Fees

All Registered TOKEN Account Holders are required to pay a monthly account fee in accordance with the Pricing schedule: <https://quantozpay.com/fees/>

23.3. Service Efficiency and Advantages

Non-Registered Token Account Holders are advised that redemption requests may experience slower processing times compared to those with Registered TOKEN Account status. Obtaining a Registered TOKEN Account status ensures faster service and improved access to redemption facilities, providing significant operational advantages.

24. Redemption of TOKENS

24.1. TOKEN holders can redeem the monetary value of their TOKENS at any time and at its face value. A TOKEN holder's ability to redeem TOKENS depends on (i) having a corresponding amount of TOKENS, (ii) compliance with these Terms of Service and our internal policies, and (iii) no regulatory, law enforcement, or court actions that restrict redemption.

24.2. The hereafter described procedure constitutes the standard process unless otherwise agreed upon.

24.3. TOKEN holders must submit redemption requests directly to QP via email or another agreed-upon communication channel. QP will acknowledge receipt of the request within two (2) business days, subject to the successful completion of compliance checks. Once the account status is verified, the TOKEN holder must transfer the TOKENS to the designated public address managed by QP and provide QP with the corresponding blockchain transaction ID (txID). After receiving the TOKENS, QP will confirm receipt of the funds and initiate on-chain compliance checks. This process may take up to one (1) week. Upon successful completion of the compliance checks, the equivalent fiat amount will be transferred to the TOKEN holder bank account, following the redemption schedule outlined in Section 27. For further information regarding compliance procedures, please refer to our [CDD Redemption Policy](#)

24.4. In the event of an error or exception arising during the redemption process (including but not limited to issues related to sanctions, incorrect wallet addresses, token amounts, or bank account details), such occurrences will be reviewed and addressed on a case-by-case basis. The resolution of these matters may require a period of up to six (6) months, depending on the complexity of the issue and the compliance or regulatory measures involved.

24.5. Redemption transactions less or equal to one (1) euro or one (1) dollar will be ignored without further notice.

25. Access to Redemption

25.1. General Redemption Rights

All TOKEN Holders have the unconditional right to redeem their TOKENS free of charge through Quantoz Payments, regardless of their account status.

25.2. Redemption by Registered TOKEN Account Holders

Registered TOKEN Account Holders, having completed the onboarding process, are afforded priority access to redemption services.

25.3. Redemption by Non-Registered TOKEN Account Holders

TOKEN Holders who do not qualify as Registered TOKEN Account Holder may redeem their

TOKENS through:

- (a) Submission of a redemption form provided by Quantoz Payments; or
- (b) Authorized partners who facilitate the conversion of TOKENS into fiat currency.

Non-Registered TOKEN Account Holders are advised to initiate their redemption through an authorized partner as this results in faster processing of their redemption requests.

25.4 Requirements for Non-Registered TOKEN Account Holders

Non-registered TOKEN account holders are subject to the following requirements:

- (a) Each redemption request requires a €0.01 bank transaction for verification purposes.
- (b) Each redemption request must include the completion of a redemption form and is subject to KYC (Know Your Customer) and AML (Anti-Money Laundering) verification to ensure compliance with regulatory standards. More information on our compliance processes can be seen within our [CDD Redemption Policy](#)

25.4. Publication of authorized Partners

Quantoz Payments shall maintain and regularly update a publicly accessible list of authorized partners facilitating TOKEN redemption on its official website:

<https://quantozpay.com/thirdparties/>.

26. Geographic Restrictions

Redemption services are restricted to customers with:

- (a) A verified residential or business address within the European Economic Area (EEA), Switzerland and/or the United Kingdom; and
- (b) An associated bank account registered in the EEA, Switzerland, and/or the United Kingdom.

27. Redemption Process

27.1. Processing Schedule

Redemption requests shall be processed based on the amount to be redeemed, with specific timelines outlined in section

27.2 Processing Timelines

The processing time for redemption requests will vary based on the amount to be redeemed, as outlined below:

- (a) For amounts less than €1M: Requests will be processed within 1 business day.
- (b) For amounts between €1M and €10M: Requests will be processed within 3 business days.
- (c) For amounts between €10M and €100M: Requests will be processed within 5 business days.
- (d) For amounts exceeding €100M: Requests will be processed within 20 business days.

27.3 Notice Period Requirements

To ensure timely processing, redemption requests must be submitted with the following notice periods:

- (a) For amounts less than €1M: No advance notice is required.
- (b) For amounts between €1M and €10M: Requests must be submitted 2 business days in advance.
- (c) For amounts exceeding €10M: Requests must be submitted 5 business days in advance.

27.4. Fair use policy

To ensure operational resilience and counter spam redemption requests, Quantoz Payments reserves the right to process a maximum number of redemption requests per day per individual to prevent system overload.

28. Service Tiers

28.1 TOKEN Holders may select from a range of service tiers tailored to their minting and redemption needs. The specific limits, fees, and redemption timings applicable to each tier are detailed in the Pricing List: [Fees – QuantozPay](#).

28.2. Payment Terms

All fees must be prepaid for a minimum of 12 months at the time of account activation.

28.3. Validation and Compliance

Access to service tiers requires successful bank validation and completion of KYC/AML verification.

28.4 Non-SEPA Transactions

We reserve the right to impose fees for non-SEP (Single Euro Payments Area) Transactions.

29. TOKEN Transactions

29.1. A TOKEN Transaction shall be deemed received and its execution shall begin when you have provided sufficient information to execute the Transaction and consented to the execution of the TOKEN Transaction as well as paid all related fees to us as per the Pricing. You are responsible for the accuracy of the information.

29.2. We are not obliged to execute a TOKEN Issuing or Redemption Transaction if we do not have the information necessary for its execution, or you have, if applicable, not paid us all related fees as per the Pricing or there is another justified reason, as reasonably determined by us, for not executing the TOKEN Transaction.

29.3. QP has the right to amend a typing error, erroneous invoice or another such technical error in the transmission of a TOKEN based on its own error, even if the payment has already been transmitted within a reasonable time after the error occurred. We will immediately notify you of the error and its correction in the Service.

29.4. QP provides you with information on the TOKEN Transactions in the Service or otherwise in writing.

29.5 TOKEN Transactions are considered performed when QP provides proof on the blockchain.

30. Freeze TOKEN assets

30.1. In some circumstances, we are obligated to blacklist certain wallets and freeze associated TOKEN (temporarily or permanently) to protect you and the Services from being used in illegal activity or activity that otherwise violates the provisions of this Terms of Service. We reserve the

right to blacklist wallets that we in our sole discretion and/or, in accordance with the relevant Financial Intelligence Unit ("FIU") instructions, determine to be associated with illegal activity. If you send or receive TOKENS to/from a blacklisted address, we may be obligated to freeze such TOKEN or take steps to terminate your QP account or both. We are obligated to report suspected illegal activity to the FIU and consequently, you may forfeit any rights associated with your TOKEN, including the ability to redeem them for funds if the FIU so requires. We may also be forced to freeze TOKENS and/or surrender associated funds that we safeguard in the event we receive a legal order from a competent government authority requiring us to do so.

31. Liability for the Execution of a TOKEN Transaction

31.1. Our liability for the execution of TOKEN Transaction ends when the TOKEN Transaction has been fulfilled. You shall notify QP of an unlawful, unexecuted, or incorrectly executed TOKEN Transaction without undue delay after its discovery.

31.2. If you do not notify us of an unlawful, unexecuted, or incorrectly executed TOKEN Transaction within two (2) business days from the execution of the TOKEN Transaction, you are not entitled to receive compensation or a refund from us, and QP shall not be liable for anything related to the said TOKEN Transaction.

32. Supported blockchains

32.1. The TOKENS are classified as 'EMTs' from a regulatory perspective and operate on a blockchain. We reserve the right to freely and unilaterally determine or modify the blockchains that the TOKENS will support.

33. Disclaimers

33.1. The TOKENS are merely digital representations of the official euro and dollar currencies, whereby it is not designated to intrinsically create returns to you, increase in value or accrue any other benefits for you.

33.2. QP does not have any legal rights in the TOKENS owned by you.

33.3. As the TOKENS are based on a technology of a public and decentralised blockchain, it is possible that a third party could create a similar instrument to the TOKENS. We have a connection only to the TOKENS governed by us and described in this Agreement. We do not bear any responsibility for any digital asset imitating the TOKENS.

33.4. As the TOKENS are based on a technology of a public and decentralised blockchain, we do not have any ability, obligations or means to prevent or mitigate attacks or resolve any other issues that might arise with any blockchain is the TOKENS are issued on. Any such events may delay or prevent you from sending or receiving the TOKENS, and we shall bear no responsibility or liability for any losses that result from such issues.

33.5. The blockchains supported by the TOKENS may be changed occasionally at the sole discretion of QP. If QP decides to have the TOKENS no longer support a given blockchain, we

shall inform you in writing at least 60 days before the decision takes effect following our notification.

33.6 Notwithstanding anything mentioned afore, you understand and accepts that:

All issuing of the TOKENS require us to sufficiently know you as per the AML Act. If we are unable to sufficiently know you, QP will not issue the TOKENS to you.

All redemptions of the TOKENS require QP to sufficiently know you as per the AML Act. If we are unable to sufficiently know you, you do not have a right to request us to redeem your TOKENS.

33.7. Although Quantoz Payments may place the TOKEN reserves in interest-bearing accounts or other yield-generating instruments, you agree to have no claim to any interest or returns earned from these funds.

34. Notification of Risks related to the TOKENS

34.1. As an EMT, the value of the TOKENS always corresponds to the value of the euro or dollar, respectively. However, as the TOKENS be available in third-party services that may have different ways of valuing the TOKENS than we, we shall not have any control over the valuation of the TOKENS in third party services. We are not responsible for any losses or other issues that may result from fluctuations in the value of the TOKENS in third party services.

34.2. QP is responsible only for the Issuing and Burning of the TOKENS and the provided Services as per this Agreement. The TOKENS may not be available in third party services, of which QP does not have any control over. We are not responsible for anything related to the TOKEN's availability in third party services.

34.3. The TOKENS are based on blockchain technology. Blockchain transactions are irreversible. Therefore, losses arising from fraudulent or accidental transactions may not be recoverable. QP shall not be responsible for any transfers of TOKENS to which we are not a party.

34.4. Your Account is solely controlled by you whereby solely you shall be responsible for the safe use of your Account. QP shall not be liable for anything related to your Account.

35. Risks associated with TOKEN use and functionality

35.1. By using the Services and holding TOKENS, holders acknowledge the following risks associated with their use and functionality:

- a. Liquidity Risk: Quantoz Payments backs TOKENS with assets such as Euro-backed bonds and maintains at least 30% of funds in separate accounts with credit institutions, as required by MiCAR. However, simultaneous redemption requests or unforeseen market conditions may result in liquidity challenges, as liquidating bonds promptly to fulfill obligations may not always be feasible.
- b. Under-Collateralization Risk: In certain circumstances, assets backing TOKENS may become insufficient to meet redemption obligations. This may result from fraud, such as embezzlement or improper reporting, or mismanagement of reserves by Quantoz Payments or third-party providers. Insufficient collateralization could lead to delayed or

incomplete redemptions, eroding confidence and potentially affecting the value of TOKENS.

- c. **Technological Risk:** TOKENS operate on blockchain technology, and their functionality depends on the security and reliability of the Ethereum network. Technical issues, vulnerabilities, or failures in the blockchain or related smart contracts could disrupt TOKENS' functionality. Quantoz Payments mitigates these risks through regular audits and monitoring but cannot guarantee uninterrupted or fault-free operation.
- d. **Market Risk:** The market value and demand for TOKENS may be influenced by broader cryptocurrency market fluctuations, investor sentiment, and macroeconomic factors. This may result in volatility in the market price of TOKENS, which might not align with their fiat equivalent value.
- e. **Taxation Risk:** Holders are responsible for understanding and complying with the tax obligations applicable to their jurisdiction for transactions involving TOKENS, as these may have tax implications.
- f. **Scam and Fraud Risk:** Holders may face risks from scams, phishing, identity theft, or counterfeit TOKENS created by malicious actors. Quantoz Payments advises holders to exercise caution and diligence in safeguarding their TOKENS and associated accounts.
- g. **Smart Contract Risk:** The smart contracts supporting TOKENS are critical to their functionality. Any vulnerabilities in these contracts could lead to security breaches, unauthorized transactions, or loss of TOKENS. Quantoz Payments mitigates these risks by using audited and reviewed smart contracts.

35.2. Holders accept these risks as inherent to the use of blockchain-based e-money tokens (EMTs) and acknowledge that Quantoz Payments is not liable for losses arising from such risks beyond its defined responsibilities in this Agreement.

36. Notification related to your Use of the TOKENS

36.1. You are solely responsible for using the TOKENS and that its use of the TOKENS complies with all applicable laws. You understand and agree that we are not responsible for ensuring that you use the TOKENS in accordance with applicable laws.

36.2. You acknowledge that if the TOKENS are used in a manner that requires a relevant financial license, you shall be solely responsible to ensure that its operations are carried out in accordance with applicable laws. You further acknowledge and accept that QP and/or Stichting Quantoz shall not be liable for anything related to your use of the TOKENS.

37. Notification of Non-distribution of "EMT" the TOKENS

37.1. "EMT" distribution by a distributor of an EMI means a regulated practice under EMD2 or MiCAR wherein EMI distributes EMT through a natural or a legal person that acts on behalf of the EMI.

37.2. As you use the TOKENS solely for your own purposes and not in any way on behalf of QP, nothing in this Agreement shall create a legal relationship where you would act as our distributor of the TOKENS per EMD2. You and QP specifically agree with this Agreement that you shall not act as our distributor of the TOKENS as per EMD2 or MiCAR.

37.3. If you want to establish a legal relationship where you act as our distributor of the TOKENS as per EMD2 or MiCAR, you must conclude a separate written agreement that specifically governs the distributor relationship between you and QP.