

Last Updated: 10/06/2025

### **IMPORTANT NOTICE REGARDING AUTOMATIC RENEWALS**

*This Service includes subscriptions that automatically renew. Please read these terms and conditions of use (the "Terms") carefully (in particular, [Section 5](#)) before starting a trial or completing a purchase for our app's auto-renewing subscription service.*

To **avoid being charged**, you must **cancel your subscription at least 24 hours before the end of your trial or current billing cycle**. By purchasing an automatically renewing subscription, you acknowledge and agree to its recurring nature, as explained near the point of purchase. If you do not cancel in time, your subscription will automatically renew, and the applicable charges will be applied.

- If you subscribed or started a free trial via the **App Store**, refund requests are handled directly by **Apple**. You can submit a request following the instructions on the [Apple Support page](#).
- If you subscribed or started a free trial through the **Google Play Store** or directly via our **Website**, please contact our support team at **support@toon.space** for assistance.

**Deleting the app does not cancel your subscription or trial.** If you intend to cancel, ensure you follow the appropriate cancellation process for your platform. You may also wish to take a screenshot of this notice for future reference. More details can be found in our **Subscription Terms**.

*Our privacy practices are described in detail in our [Privacy Policy](#). Please review it to understand how we collect, use, and share your personal information.*

### **BINDING ARBITRATION & DISPUTE RESOLUTION**

[Sections 12](#) and [13](#) of these Terms govern how disputes between you and **Toon Space** are resolved. **In particular, it includes a binding arbitration agreement, which means:**

- You agree to resolve disputes with us through **final and binding arbitration**, rather than in court, except for certain limited exceptions.
- You **waive your right** to file a lawsuit or participate in a class action lawsuit against us.
- You may opt out of the arbitration agreement by following the process outlined in [Section 13](#).

Please read this section carefully, as it significantly affects your legal rights.

### **IMPORTANT NOTICE REGARDING CONTENT AND AGE RESTRICTIONS**

Certain Platform Media (as defined below) accessible via the Service may contain romantic storylines, suggestive or mature themes, dialogue or situations that may be deemed offensive, indecent, objectionable, or otherwise inappropriate for some audiences. Viewer discretion is hereby advised. Access to such content is expressly limited to individuals who have attained the requisite legal age under the laws of their respective jurisdiction. Individuals who have not reached the applicable legal age are strictly prohibited from accessing such content. The responsibility for monitoring and supervising any Minor (as defined herein) who accesses or utilizes the Service rests solely and exclusively with such Minor's parent or legal guardian.

Furthermore, the availability of certain Platform Media or functionality may be restricted or vary by device, operating system, or platform (including, without limitation, the Apple App Store or Google Play), and may be subject to licensing requirements, technical limitations, or third-party platform policies. All Platform Media is licensed, not sold, to users for personal, non-commercial use, subject to these Terms. The Company reserves the right to modify, restrict, or discontinue access to any Platform Media or features at its sole discretion and without prior notice.

Users are obligated to carefully review these Terms and to ensure that their access to and use of the Service is lawful and appropriate for their age and jurisdiction.

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## 1. ACCEPTANCE OF TERMS

The provisions of the Terms govern the relationship between you and Matlicia Limited (reg. HE 473847) with registered office at Florinis 7, Greg Tower, 2nd Floor, 1065, Nicosia, Cyprus (“**we**”, “**us**”, “**our**” or the “**Company**”) regarding your use of the Company’s mobile applications, website available at <https://toon.space> with all of its pages and subdomains and other websites operated by us (the “**Website**”), devices and related services (the “**App**” or “**Service**”), including all information, text, graphics, software, Platform Media (as defined below) and services, available for your use (the “**Content**”).

By **accessing or using any part of the Service**, you acknowledge that you have read, understood, and agree to be bound by these Terms, forming a legally binding agreement between you and the Company. **If you do not agree to these Terms, you must immediately stop using the Service, delete your account, and cancel any active subscriptions.**

These Terms were originally drafted in English. If there is any conflict between the English language version of these Terms and a version translated into another language, the English-language version will prevail.

### Additional Terms and Policies

Our [Privacy Policy](#) forms an integral part of these Terms and describes how we collect, use, and protect your personal data. We may also post additional policies, supplemental terms, or notices on the Service from time to time. **Such terms are hereby incorporated by reference and will apply to your use of the Service.**

### Changes to these Terms

We **may update, modify, or remove portions of these Terms at our sole discretion**, to the extent permitted by applicable law. This may occur when we introduce or discontinue features, technologies, or services, to comply with legal, regulatory, or contractual requirements, or in response to exceptional or unforeseen circumstances. Where required by law, we will notify you of such changes.

Unless stated otherwise, we will indicate updates by revising the “Last Updated” date of these Terms. **You acknowledge and agree that it is your responsibility to review the Terms regularly for any updates. Unless specified otherwise, the updated Terms take effect once posted on the Service.** By continuing to use the Service after the updates become effective, you agree to the revised Terms. If you do not agree, you must stop using the Service immediately, delete your account and cancel your subscription.

## Changes to the Service

We may also update, change, suspend or discontinue the Service (or any part, content or feature) at any time, without notice and without liability to you or anyone else (for example, to offer or test new or different features, technologies, or services, to repair, improve or further develop the Service, to comply with legal, regulatory or contractual requirements, or in response to exceptional or unforeseen circumstances). Some services and features may not be available in all countries, in all languages, or in all operating systems.

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## 2. ACCOUNT REGISTRATION

### Creating an Account

To access certain features of the Service, you may be required to **register an account** (“**Account**”) and provide accurate and complete information during the registration process.

### Your Responsibilities

By creating an Account, you represent and warrant that: (1) the information you provide is **truthful, accurate, and up to date**; (2) You will **update your Account information as needed** to keep it accurate; (3) Your use of the Service complies with **all applicable laws, regulations, and these Terms**.

Failure to provide or maintain accurate information may impact the functionality of the Service, and we may be unable to notify you of important updates.

### Age Restriction

TO USE THE SERVICE, YOU MUST BE AT LEAST **16 (SIXTEEN) YEARS OLD**, EXCEPT WHERE A LOWER MINIMUM AGE IS PERMITTED BY APPLICABLE LAW (the “Minimum Age”). If the law in your jurisdiction requires a higher minimum age than 16, you must meet that requirement. Use of the Service by anyone under the Minimum Age is unauthorized and strictly prohibited. By accessing or using the Service, you represent and warrant that you meet the Minimum Age requirement applicable to your jurisdiction. If you do not, you may not access or use the Service.

If you are between the Minimum Age and the age of legal majority in your jurisdiction of residence (a “Minor”), you may use the Service only under the supervision of a parent or legal guardian (each, a “Representative”) and only if your Representative agrees to be bound by these Terms. By allowing a Minor to use the Service, the Representative expressly consents to the Minor’s use of the Service and the processing of the Minor’s personal data as described in our [Privacy Policy](#), in accordance with applicable laws.

You further represent and warrant that (1) you are at least the Minimum Age, and (2) if you are a Minor, you will use the Service solely for personal, non-commercial purposes and only with the express consent and ongoing supervision of your Representative, who agrees to be bound by these Terms on your behalf.

We reserve the right to suspend or terminate your access to the Service if we determine that any representation made under this section is incorrect or misleading.

If you are a Representative, you acknowledge and agree that you are responsible and liable for the acts and omissions of any Minor whom you permit to use the Service. We encourage Representatives to

communicate with Minors about online safety, the Service's content, and the potential risks of using interactive services.

### **Account Suspension or Termination**

We reserve the right to **investigate, suspend or terminate your Account** and restrict your access to the Service **at our discretion, with or without prior notice**, if we determine that you have violated these Terms or any applicable laws. This includes cases where you have provided false, misleading, or incomplete information during registration or engaged in fraudulent, abusive, or unauthorized activity on the Service. Termination may result in the loss of access to your data, content, or any benefits associated with the Service, and we are not responsible for any consequences resulting from such actions.

### **Account Security**

You are responsible for maintaining the confidentiality of your Account credentials, including login details and passwords, and for all activity conducted under your Account. You should not share your login information with anyone, as you assume full responsibility for any actions taken through your Account. If you suspect unauthorized access or a security breach, you must notify us immediately at **support@toon.space**.

We are not liable for any loss, unauthorized transactions, or damage resulting from access to your Account due to your failure to protect your credentials. It is your responsibility to use secure passwords and take necessary precautions to prevent unauthorized access.

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## **3. USE OF THE SERVICE**

### **Ownership and Intellectual Property**

The Service, including all software, the Website, App, Platform Media (as defined below), content, logos, trademarks, and associated materials is the exclusive property of the Company or its licensors. The **"Platform Media"** means all webcomics, digitized comic books (including single issues and trade publications), animations, sound effects, SFX and any other digital materials that are made available through the Service by the Company, whether such materials are owned by us or are provided under license or other authorized arrangement from third-party rights holders.

All Platform Media and elements of the Service are protected by copyright, trademark, patent, trade dress, and other applicable intellectual property laws. No right, title, or interest in the Service or Platform Media is transferred to you, except for the limited license expressly stated in these Terms.

### **License to Service and Platform Media**

Subject to your full compliance with these Terms and all applicable laws, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Service and to install and use the App on your personal devices, solely for your personal, non-commercial use.

When you lawfully access, purchase, or download Platform Media, the Company additionally grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access, view, and, where expressly permitted, temporarily download Platform Media solely for your personal,

non-commercial use and only in geographic territories where the Company holds the rights to offer such Media.

All rights not expressly granted are reserved to the Company. For the avoidance of doubt, both the Service and Platform Media are licensed, not sold, transferred, or assigned. No rights or interests are conveyed beyond those expressly stated herein.

The Company may, at its sole discretion, limit the number of personal devices on which you can access, view, or temporarily store Platform Media. Certain Platform Media may be available for temporary download and offline use on a single personal device assigned to your account, for a period not to exceed thirty (30) days from the date of download, after which access may be automatically disabled or the content deleted.

The availability of particular features or Platform Media may be modified, restricted, or discontinued at any time without notice, including based on your location, device, or applicable rights.

Any use of the Service or Platform Media beyond the scope of these licenses constitutes a material breach and may result in immediate suspension or termination of your access and revocation of licenses, and any other remedies available to the Company at law or in equity.

### **Restrictions on Use of Service and Platform Media**

Except as we expressly authorize in writing, you must not, directly or indirectly, and must not permit others to:

- a) Sell, rent, lease, lend, transfer, assign, sublicense, share, distribute, publicly display, perform, reproduce, broadcast, upload, publish, modify, adapt, translate, localize, edit, or create derivative works based on the Service or Platform Media, in whole or in part, or otherwise make them available to any third party, whether for commercial or non-commercial purposes, except for personal, temporary offline viewing on an authorized personal device as permitted by these Terms;
- b) Circumvent, remove, disable, alter, bypass, or otherwise interfere with any security, rights management, encryption, watermarking, or copy protection systems in or applied to the Service or Platform Media;
- c) Remove, obscure, or alter any copyright, trademark, digital signature, watermark, or other proprietary rights notices in the Service or Platform Media;
- d) Use, launch, or permit any automated system (including robots, spiders, scrapers, offline readers) to access the Service in a manner that generates server requests beyond what a human user could reasonably produce in the same timeframe;
- e) Parse, scrape, extract, mine, aggregate, compile, or otherwise collect data from the Service or Platform Media for the purpose of creating, enriching, or including in any database, dataset, archive, directory, compilation, or similar collection, whether for personal, commercial, or research use;
- f) Include the Service or Platform Media in any dataset, training data, or process for the development, training, or validation of artificial intelligence, machine learning, or similar technologies;
- g) Share, upload, or make available (in whole or in part) any Platform Media via aggregation sites, file-sharing services, unauthorized forums, or unlawful print or digital publications;

- h) Use the Service or Platform Media in any manner that is unlawful, infringes intellectual property or proprietary rights, or violates any applicable law or regulation;
- i) Use the Service or Platform Media for any commercial purpose or in any way not expressly permitted by these Terms.

Any unauthorized use of the Service or Platform Media, or any violation of these Terms, will automatically and immediately revoke your license without notice, and may subject you to civil or criminal penalties or other remedies available to the Company at law or in equity.

### **No Reverse Engineering, Decompilation, or Circumvention**

In addition to the other restrictions set forth in these Terms, you may not, and may not permit others to:

- a) Reverse engineer, decompile, disassemble, or otherwise attempt to access or derive the source code, algorithms, underlying structure, or design of any part of the Service, Platform Media, or associated software;
- b) Modify, adapt, translate, or create derivative works based on the Service, Platform Media, or associated software, except as expressly permitted by us in writing; or
- c) Bypass, disable, defeat, interfere with, or otherwise circumvent any content protection, digital rights management, security features, or technical restrictions applied to the Service or Platform Media.

Any attempt to access or exploit the Service or Platform Media in violation of this section is strictly prohibited and may result in immediate termination, as well as civil or criminal liability.

### **Reservation of Rights**

The Company reserves the right to revoke your license to access any Platform Media at any time, including but not limited to situations where you have violated these Terms, if the Company is no longer legally authorized to provide the Platform Media, or due to rights-holder or technical restrictions. The Company may modify, suspend, or discontinue the availability of any Platform Media or feature at any time without liability.

### **User Reviews and Testimonials**

By submitting, posting, or otherwise providing any review, rating, comment, testimonial, or other feedback ("Review") about the Service on any platform, including but not limited to the Apple App Store, Google Play Store, and other mobile application marketplaces, websites, social media platforms, or directly to the Company, you grant the Company and its affiliates a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, and transferable right to use, reproduce, modify, adapt, publish, translate, distribute, publicly perform, publicly display, and create derivative works from such Reviews for any lawful purpose, including but not limited to marketing, advertising, promotional activities, product development, and customer engagement, in any media now known or later developed, without further notice, attribution, or compensation to you.

You acknowledge and agree that:

- a) The Company is not obligated to use, display, or maintain any Review and may remove or edit Reviews at its discretion.
- b) The Company may use Reviews in conjunction with your publicly displayed username, profile picture, or other identifying information (if available), unless you request anonymity in writing.

- c) The Company is not responsible for the content of Reviews posted by users and does not endorse any opinions expressed therein.

If you wish to request the removal of a Review that you have submitted, you may contact the Company at **support@toon.space**.

### **Service Availability and Modifications**

The Company reserves the right to modify, suspend, or discontinue any aspect of the Service at any time without liability. Certain features may not be available in all regions or on all devices. If a modification impacts your use of the Service, you may cancel your subscription or delete your account.

In order to use the Product, you need to have a smartphone with an operating system of the following or later:

 **IOS**     **ANDROID**

16.1      9.0

Also please make sure you are using the latest version of your web browser when accessing the Website, as that will help prevent security problems and ensure all the Website features work for you.

### **Risks and Disclaimer of Liability**

Your use of the Service is at your own risk. The Company does not guarantee the accuracy, reliability, or fitness of any content provided. We are not responsible for loss of data, device malfunctions, or technical failures, any reliance on fitness, nutrition, or wellness recommendations within the Service, or personal injury, financial loss, or any legal claims arising from your use of the Service.

### **Customer Support**

Customer support services are provided at the Company's discretion. While we may assist users, there is no obligation to provide support or respond to inquiries. If you require assistance, contact **support@toon.space**, and we will respond as reasonably possible.

### **Reporting Infringement**

The Company respects the intellectual property rights of all artists, creators, and rightsholders. All Platform Media made available through the Service, including content labeled as exclusive, is owned by the Company or licensed under valid agreements with the respective rightsholders.

If you believe that any content on the Service, including exclusive content, infringes your rights or the rights of others, or if you find unauthorized copies of such content outside our Service, please promptly notify us at **support@toon.space**. We will review all reports in good faith and take appropriate action in line with applicable laws and our internal policies.

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## **4. THIRD-PARTY SERVICES, MATERIALS, AND ADVERTISING**

The Service may integrate, provide access to, or display content from third-party services, websites, software, advertisements, and other materials ("**Third-Party Services**" and "**Third-Party Materials**"). This includes external links, embedded content, and user-generated materials contributed by third parties. While these features may be accessible through the Service, the Company does not control or assume responsibility for the content, functionality, or policies of any Third-Party Services.

### **No Endorsement or Responsibility**

By using the Service, you acknowledge that the Company does not endorse, verify, or assume responsibility for the accuracy, legality, quality, or reliability of any Third-Party Services or Third-Party Materials. Some of this content may be objectionable, offensive, or misleading, and the Company is not liable for any exposure to such material. Any interactions, transactions, or agreements you engage in with third parties through the Service are solely between you and the respective third party. The Company bears no responsibility for any disputes, losses, or issues that may arise from these interactions.

### **Third-Party Links and Advertising**

The Service may include advertisements, sponsored content, or links to third-party websites that are not owned or controlled by the Company. Clicking on third-party links or engaging with external services does not establish any endorsement, affiliation, or sponsorship between the Company and the third party. Any engagement with such content is at your own risk. It is your responsibility to review and comply with the terms, policies, and privacy practices of third-party services before using them. The Company disclaims any liability for how third parties collect, process, or use your data.

### **No Liability for Third-Party Content**

The Company does not monitor, evaluate, or guarantee the accuracy, completeness, or legality of Third-Party Materials. To the fullest extent permitted by law, the Company makes no express or implied warranties regarding third-party content and disclaims all liability for any loss, damage, or harm resulting from your reliance on or use of such content. Some third-party materials may be outdated, misleading, or otherwise unreliable, and you assume full responsibility for any decisions based on this content.

### **Use of Third-Party Services at Your Own Risk**

Accessing Third-Party Services through the Service is entirely voluntary. You assume all risks associated with interacting with third-party content, including potential malware, phishing scams, or deceptive practices. The Company is not responsible for any technical issues, disputes, or damages arising from your engagement with Third-Party Services. By using such services, you waive any claims against the Company related to your interactions with third-party content, advertisements, or external links.

If you encounter harmful, misleading, or offensive third-party content while using the Service, you may report it to the Company. However, the Company is not obligated to investigate, remove, or take action against third-party content unless required by law.

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## **5. SUBSCRIPTION FEES AND PAYMENT**

### **Subscription Options and Purchases**

The Service offers subscription-based access to its features and content, which may be purchased either directly from the Company through the Website ("**Web Purchase**") or via an App Store ("**In-App**")



**Purchase**"). All applicable subscription fees, billing terms, and durations (e.g., weekly, monthly, quarterly, annually) will be displayed on the payment screen or at checkout before payment authorization. Our pricing varies based on a number of factors including, but not limited to, region, bundle, and duration of subscription. Some limited features of the Service may be available free of charge, but full access requires a paid subscription.

### **Purchases and Payment Processing**

Upon completing the onboarding process on the Website or in the App, you will be presented with available subscription options, their pricing, durations, and accepted payment methods (e.g., Mastercard, Visa, PayPal, Apple Pay, Google Pay). By selecting a subscription and authorizing the payment, you instruct the applicable payment processor or App Store to charge your selected payment method. Once the payment is validated, you will receive access to the Service.

For Web Purchases, payments are handled by third-party payment processors, which you authorize to charge your selected payment method. These processors handle transaction processing and notify us of successful payments. For In-App Purchases, payments are processed by the App Store, and the respective App Store's terms and policies govern the transaction.

### **Auto-Renewal and Subscription Continuity**

All subscriptions automatically renew unless canceled. The renewal period matches the initial subscription term unless otherwise disclosed at the time of purchase. To avoid renewal, you must cancel your subscription **at least 24 hours before the renewal date**.

By proceeding with a subscription, you acknowledge that charges will be applied periodically based on the selected billing cycle. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional (introductory) and discount pricing, unless we notify you of a rate change prior to your auto-renewal.

For Web Purchases, cancellation must be completed through the Website's account settings or by following the cancellation instructions provided at the time of purchase. For In-App Purchases, cancellation must be done through the respective App Store's account settings. **Deleting the App does not cancel your subscription.**

### **Refunds**

If you subscribed or started a free trial via the **App Store**, refund requests are handled directly by **Apple**. You can submit a request following the instructions on the [Apple Support page](#).

If you subscribed or started a free trial through the **Google Play Store** or directly via our **website**, please contact our support team at **support@toon.space** for assistance.

When you make the Web Purchase, you acknowledge and agree that all Web Purchases are non-refundable or exchangeable. Notwithstanding anything to the contrary in the foregoing, the Company will provide refunds and/or Purchase cancellations in cases and to the extent required by mandatory provisions of the applicable law. The Company may also provide refunds at its own discretion and subject to our policies that may be published from time to time.

App Store refunds are subject to their policies.

### **Right of Withdrawal for the EU and UK Residents**

If you are a resident of the European Union, you have the legal right to withdraw from a contract for the purchase of digital services within **14 days of your purchase**, without providing any reason and without incurring any additional costs. If you have received access to a free trial, the withdrawal period will expire **14 days from the start of your free trial**, rather than from the date of payment.

To exercise your right of withdrawal, you must notify us by email at **support@toon.space** stating your decision to withdraw from the contract. While you may use the model withdrawal form provided below, it is not mandatory. Your withdrawal request will be considered valid if sent before the 14-day withdrawal period expires.

If you exercise your right of withdrawal, we will refund all payments received from you without undue delay, and in any event **no later than 14 days** from the date we receive your withdrawal notice. Refunds will be processed using the same payment method used for the original transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement.

If you have **expressly consented** to the immediate supply of the Service before the expiration of the withdrawal period and acknowledged that you will lose your right to withdraw, you will not be eligible for a refund for any digital content that has already been delivered. In the case of digital services, you may be eligible for a **proportional refund**, based on the portion of the Service provided before your withdrawal request. If this provision applies, we will provide you with confirmation of your prior express consent and acknowledgment on a durable medium.

#### **Model Withdrawal Form**

**To:** Toon Space, email: support@toon.space

**Subject:** Exercise of Right of Withdrawal

I hereby notify you of my withdrawal from the contract for the purchase of the following service:

**Service Name:**

**Date of Purchase / Free Trial Start:**

**Full Name:**

**Email Address:**

**Payment Method Used:**

**Date of Request:**

(Signature required if submitted by mail)

#### **Right of Cancellation for South Korea Residents**

If you are a resident of South Korea, you have the legal right to cancel your purchase of digital content or subscription services within **7 (seven) days** from the later of the purchase date or the date you receive access to the content.

To cancel your purchase and request a refund, please contact us at **support@toon.space** within the **7-day period** with your purchase details. We will process your refund promptly, and in any event, no later than **7 (seven)** business days from the date we receive your cancellation request.

You may not be eligible for a refund if:

- a) You have already started using or downloading the digital content and, at the time of purchase, you agreed to immediate access and acknowledged you would lose the right to cancel;
- b) The Content is not returnable by its nature, or value is lost upon use (for example, once streamed or downloaded).

If you purchased through the Apple App Store or Google Play, their refund policies apply and requests must be made through those platforms.

To request a refund under this policy, you must notify us of your cancellation by contacting **support@toon.space** before the cancellation deadline. Refunds will be processed using the same payment method used for the original transaction, and no additional fees will be incurred for the reimbursement.

### **Chargebacks and Payment Disputes**

If you wish to request a refund for a payment made using a reimbursable method, such as a credit or debit card, we strongly encourage you to **contact us first** at **support@toon.space** before initiating a chargeback with your payment provider. This allows us the opportunity to review your request and attempt to resolve the issue directly.

Refunds, when applicable, are **not processed in real-time**. If we confirm that a refund has been issued, please allow **at least 15 business days** for the refund to reflect in your account. You acknowledge that you are **not entitled to receive multiple refunds for the same transaction** and agree that if you request a refund directly from us, you will not initiate a separate refund request or chargeback through your payment provider **unless your request has been denied by us**. If you receive duplicate refunds due to separate refund requests, we reserve the right to work with your payment provider to reverse one of those refunds.

Initiating a chargeback or reversing a payment through your bank or payment provider may result in the **immediate termination of your account** at our sole discretion, as it indicates that you have determined you no longer wish to use our Service. If a chargeback is overturned in our favor, you may contact **support@toon.space** to discuss reinstating your account.

As outlined in our [Privacy Policy](#), your **personally identifiable information may be shared with our payment processor** to assist in responding to chargeback requests.

If you initiate a chargeback or payment dispute, we may suspend or terminate your access to the Service. Fraudulent or improper chargebacks may result in a permanent ban from using the Service and potential legal action.

### **Free Trials and Promotional Offers**

We may offer free trials providing temporary access to the Service and specific Platform Media. The trial duration and terms will be displayed at sign-up. If you do not cancel before the trial ends, your subscription will automatically convert into a paid subscription, and the applicable fee will be charged.

We do not guarantee reminders before the trial expires. It is your responsibility to track the trial period and cancel if you do not wish to continue. The Company reserves the right to modify, revoke, or restrict trial eligibility at any time.

## Promotional Codes

We may provide you with gift cards or promotional codes that can be redeemed for additional features, enhancements, functionalities, content, services within a specified Service and for a limited period of time, subject eligibility requirements (the “Promotional Codes”). Promotional Codes have no cash value, are personal, non-transferable, non-sublicensable, and we are under no obligation to provide any compensation in connection with a Promotional Code.

## Changes to Subscription Fees

To the maximum extent permitted by applicable law, we may modify subscription fees at any time. If notification is required under applicable law, we will inform you of pricing changes in the manner and timeframe mandated by regulations. Where no specific timeframe is prescribed, we will provide notice by posting the updated prices in the App, sending an email notification, or using other prominent communication methods. The revised pricing will take effect as specified in the notice.

If you do not agree to the updated fees, you may cancel your subscription before the new pricing takes effect or refrain from prepaying for continued access to the Service.

## Failure to Pay and Service Termination

If a payment is declined or not received when due, we may notify you to update your payment method. However, if the issue is not resolved, we reserve the right to **suspend or terminate your access to the Service without further notice**. Any content, data, or personalized settings associated with your account may be lost, and we are not responsible for restoring them.

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## 6. CREDITE BALANCE AND CREDITS

### Purchase and Usage of Credits

To access paid features or specific Platform Media on the Service, you may purchase credits (the “Credits”) that will be added to your credit balance (the “Credit Balance”). Credits will be deducted from your Credit Balance as you access paid features or Platform Media. The number of Credits to be deducted and the terms of use will be clearly disclosed at the time of purchase (on the payment screen) or use.

### Web Credit Purchases

Credits may be purchased directly from the Company through the Website (the “Web Credit Purchase”), using the payment methods displayed at checkout.

### In-App Credit Purchases

If you purchase Credits through a mobile application distributed via the Apple App Store or Google Play (the “In-App Credit Purchase”), all such payments must be processed through the respective app store’s in-app purchase system, using payment methods permitted by that platform.

### Nature of Credit Balance and Credits

Credits constitute a limited, personal, revocable license to access designated features or Platform Media within the Service, subject to the Company’s Terms. Credits do not represent currency, monetary value,

property, or any deposit or investment and may only be used within the Service. You acknowledge and agree that:

- a) Your Credit Balance is not a bank account, stored value facility, or e-money account;
- b) Credits have no value outside the Service and are non-refundable, non-redeemable, and non-transferable except as expressly required by law or expressly permitted in writing by the Company;
- c) Credits do not accrue interest, dividends, or other earnings and are not insured or protected by any governmental authority or financial guarantee mechanism;
- d) Any attempted transfer, sale, gifting, exchange, or purchase of Credits outside the Service or not expressly authorized by the Company is void, and may result in account termination and/or forfeiture of Credits.

### **Special Pricing and Promotions**

The Company may, in its sole discretion, offer promotional, free, or discounted Credits from time to time. Restrictions or additional terms may apply to such Credits, as disclosed at the time of the offer.

### **Automatic Credit Funding**

You may enable automatic renewal of your Credit Balance via Web Credit Purchase. By enabling this feature, you expressly authorize the Company to charge your selected payment method and fund your Credit Balance when it falls below the minimum threshold indicated in your account or on the payment screen, until you disable this feature. You are responsible for monitoring your own Credit Balance and account. The Company may, but is not obligated to, provide advance notice before automatic funding transactions.

If you purchased Credits through an In-App Credit Purchase, any automatic funding will be processed in accordance with app store policies using in-app purchase mechanisms.

### **Payment Methods**

You authorize the Company to charge all purchases of Credits and other applicable fees to the payment method you designate during purchase. The Company is not responsible for payment delays, failures, or any resulting interruption of your access to the Service.

### **Cancellation of Automatic Funding**

You may cancel automatic Credit Balance funding by deactivating this feature in your account settings or by contacting support team at **support@toon.space**. Upon cancellation, any remaining Credits will remain available for use until spent or forfeited in accordance with these Terms.

### **Refunds**

Refunds for Credits purchased through In-App Credit Purchase must be requested directly through the procedures specified by Apple or Google, and are subject solely to their applicable policies. The Company does not issue refunds for In-App Credit Purchases directly. For Web Credit Purchases, all sales are final and Credits are non-refundable, except as required by applicable law or as the Company may determine at its sole discretion.

### **Forfeiture of Credits**

All Credits may be forfeited if the Company suspends or terminates your account for any reason, at the Company's sole and absolute discretion without prior notice, including, but not limited to, the following circumstances:

- a) Your account on the Service remains inactive (i.e., not used or logged into) for more than 1 year;
- b) You fail to comply with any terms or policies published on the Service (including these Terms, the [Privacy Policy](#), or the [Cookie Policy](#));
- c) The Company detects or reasonably suspects fraud, misuse or unauthorized activity of the Credits or the Service;
- d) The Company detects or reasonably suspects any unlawful activity associated with your account; or
- e) The Company determines such action is necessary to protect the Service, any users, or its reputation.

You shall not receive monetary compensation or other consideration for unused Credits when your account is closed, regardless of whether such closure is voluntary or involuntary, unless otherwise is required under applicable law or indicated in the Terms.

### Changes to Credit Pricing

The Company may modify Credit pricing, features, redemption restrictions, or terms at any time, in its sole discretion and to the fullest extent permitted by applicable law, upon reasonable notice (which may be by online posting, email, or other prominent means). If you disagree with a change, your sole remedy is to not purchase additional Credits or to discontinue use of the Service.

The Company may modify, restrict, or discontinue the purchase or use of Credits at any time in order to comply with the Apple App Store, Google Play, or other platform provider policies, without liability to you.

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## 7. USER REPRESENTATION AND RESTRICTIONS

By accessing or using the Service, you confirm that:

- a) You have the legal capacity to enter into and comply with these Terms.
- b) **You are at least 16 years old (or other applicable age of majority) or and legally permitted to use the Service. If you are under age 16, you may only use the Service with the consent of your parent or legal guardian. Please be sure your parent or legal guardian has reviewed and discussed these Terms with you.**
- c) You will not access the Service through **automated or non-human means**, including bots, scripts, or similar methods.
- d) You will not use the Service for any **unlawful, fraudulent, or unauthorized purpose**.
- e) You are not located in a country subject to **U.S. government embargo restrictions** or designated as a **terrorist-supporting nation**.
- f) You are not listed on any **U.S. government list of prohibited or restricted persons**.
- g) Your use of the Service complies with all **applicable laws and regulations**.

If any information you provide is false, misleading, outdated, or incomplete, we reserve the right to **deny or terminate your current or future access** to the Service.

### Permitted Use of the Service

The Service is made available for its **intended purposes only**. You may not use the Service for any unauthorized, commercial, or competitive activities unless expressly approved by us.

### **Prohibited Conduct**

You agree **not to engage** in the following activities when using the Service:

### **Unauthorized Access and Account Misuse**

- a) Sharing, transferring, or allowing any other person to use your account or credentials.
- b) Attempting to gain unauthorized access to any accounts, networks, or systems connected to the Service;
- c) Impersonating any person or entity or misrepresenting your affiliation or the origin of any information transmitted through the Service;
- d) Bypassing or attempting to bypass access restrictions or security measures implemented in the Service.

### **Data Collection, Scraping, and Automated Activity**

- a) Collecting, scraping, or systematically retrieving data or other content from the Service to create a database, compilation, or directory without our express permission;
- b) Using, launching, or distributing any automated system (e.g., bots, spiders, scrapers, cheat utilities) to access or interact with the Service;
- c) Probing, scanning, or testing the vulnerability of the Service, or interfering with security or authentication.

### **Service Security and Technical Integrity**

- a) Circumventing, disabling, or interfering with security features of the Service;
- b) Interfering with or disrupting the Service, networks, or servers connected to the Service, or creating an undue burden on our infrastructure;
- c) Uploading, transmitting, or distributing malware, viruses, worms, trojans, or other harmful software that could damage the Service or others' devices.

### **Intellectual Property and Content Misuse**

- a) Using the Content for any unauthorized purposes, including modifying, adapting, improving, or creating derivative works from the Content;
- b) Developing, launching, or using the Content to create a competing product, service, or software.
- c) Using any of our proprietary information, intellectual property, or interfaces to develop, license, or distribute applications, accessories, or other related products;
- d) Framing, embedding, or linking to the Content without authorization;
- e) Decompiling, disassembling, reverse-engineering, or otherwise attempting to access the source code of any part of the Content;
- f) Making the Content accessible over a network that allows multiple devices or users to access it simultaneously, unless permitted;
- g) Using the Content for commercial or revenue-generating endeavors, unless explicitly approved by us in writings.

### **Unlawful, Harmful, or Offensive Conduct**

- a) Engaging in any conduct that restricts or inhibits any other user from using or enjoying the Service or that could expose the Company or others to any harm or liability;
- b) Engaging in any activity that may harm, tarnish, or damage the reputation of the Company or the Service;
- c) Sending unsolicited commercial emails or engaging in spam-related activities; or
- d) Using the Service in violation of **any applicable laws or regulations**.

### **Respectful Conduct Towards Customer Support**

We expect all users to interact with our **customer support team** in a respectful and professional manner. If at any time your communication or behavior is deemed **harassing, abusive, threatening, or offensive**, we **reserve the right to terminate your account immediately**.

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## **8. DISCLAIMER OF WARRANTIES**

### **General Disclaimers**

**EXCEPT TO THE EXTENT PROHIBITED BY LAW OR OTHERWISE INAPPLICABLE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE AND ANY PLATFORM MEDIA OR CONTENT PROVIDED THROUGH IT ARE MADE AVAILABLE "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED.**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF **MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AND RELIABILITY OF CONTENT OR DATA.**

IN PARTICULAR, WE DO NOT WARRANT THAT:

- a) The **Service or Platform Media will meet your expectations or requirements**;
- b) The **Service will be uninterrupted, secure, error-free, or free from technical issues**;
- c) The **results obtained from using the Service will be accurate, reliable, or error-free**;
- d) The **quality of any content, features, or services will meet your expectations**;
- e) Any **defects or errors will be corrected promptly or at all**.

ANY MATERIAL, DATA, OR INFORMATION OBTAINED THROUGH THE SERVICE IS **ACCESSED AT YOUR OWN DISCRETION AND RISK**. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA RESULTING FROM YOUR USE OF THE SERVICE.

WE DO NOT GUARANTEE OR PROMISE ANY SPECIFIC RESULTS FROM USING THE SERVICE. BY USING THE SERVICE, YOU ACCEPT THE **INHERENT RISKS OF SERVICE INTERRUPTIONS, TECHNICAL FAILURES, AND POTENTIAL DATA LOSS**.

### **Content Warning**

PLATFORM MEDIA MAY CONTAIN ROMANTIC STORYLINES, MILD SUGGESTIVE THEMES, OR DIALOGUE WITH MATURE SITUATIONS, OFFENSIVE, INDECENT, OR OBJECTIONABLE CONTENT, AS WELL AS OTHER CONTENT THAT MAY NOT BE SUITABLE FOR ALL AUDIENCES. THE



COMPANY DOES NOT GUARANTEE THAT ALL PLATFORM MEDIA WILL BE SUITABLE FOR ALL USERS OR WILL COMPLY WITH THE CONTENT STANDARDS OR LEGAL REQUIREMENTS OF EVERY JURISDICTION.

By accessing or using the Service, you acknowledge and agree that you may encounter such Platform Media, and that use of the Service at your own discretion and risk. It is your sole responsibility to ensure that your access to Platform Media is lawful in your jurisdiction and appropriate for your age and personal sensitivities.

IF YOU ARE UNDER THE LEGAL AGE REQUIRED TO VIEW EXPLICIT CONTENT IN YOUR LOCATION, OR IF YOU ARE SENSITIVE TO SUCH MATERIAL, YOU MUST NOT ACCESS OR USE ANY PORTION OF THE PLATFORM MEDIA DESIGNATED OR DESCRIBED AS EXPLICIT. Parents and legal guardians are responsible for supervising Minors' access and for determining if particular Platform Media is appropriate for their Minors.

The Company disclaims all liability for any claims, losses, or damages arising from exposure to explicit content through the Service. The Company may, but is not obligated to, implement labels, filters, or access controls for explicit content.

#### **Platform Media Availability**

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT ALL PLATFORM MEDIA OR SERVICE FEATURES WILL BE ACCESSIBLE OR AVAILABLE ON EVERY DEVICE, OPERATING SYSTEM, OR VERSION OR DISTRIBUTION OF THE SERVICE. THE AVAILABILITY, ACCESSIBILITY, AND FUNCTIONALITY OF PLATFORM MEDIA AND RELATED FEATURES MAY BE LIMITED, SUSPENDED, MODIFIED, OR WITHDRAWN AT ANY TIME, IN WHOLE OR IN PART, WITHOUT NOTICE, INCLUDING BUT NOT LIMITED TO CIRCUMSTANCES ARISING FROM TECHNICAL LIMITATIONS, LICENSING RESTRICTIONS, COMPLIANCE WITH APPLICABLE LAW, OR THE POLICIES, REQUIREMENTS, OR ACTIONS OF THIRD-PARTY PLATFORM PROVIDERS (SUCH AS THE APPLE APP STORE AND GOOGLE PLAY).

PLATFORM MEDIA ACCESSED, UNLOCKED, OR MADE AVAILABLE ON ONE PLATFORM OR DEVICE (INCLUDING VIA THE WEBSITE, APPLE APP STORE, OR GOOGLE PLAY) MAY NOT BE ACCESSIBLE, USABLE, OR TRANSFERABLE ACROSS OTHER PLATFORMS OR DEVICES. THE COMPANY IS NOT RESPONSIBLE FOR ANY LOSS OF ACCESS TO PLATFORM MEDIA OR FEATURES RESULTING FROM ANY CHANGE OF PLATFORM, DEVICE, USER ACCOUNT, OR SERVICE OFFERING.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY LOSS, DAMAGE, LOSS OF ACCESS, OR INABILITY TO USE PLATFORM MEDIA OR SERVICE FEATURES ARISING FROM OR IN CONNECTION WITH ANY SUCH RESTRICTIONS, LIMITATIONS, MODIFICATIONS, SUSPENSIONS, OR WITHDRAWALS.

#### **Account Suspension, Loss of Access, and Loss of Credits**

Without limiting any other remedies provided by these Terms, the Company may, at any time and in its sole discretion, limit, suspend, deactivate, or terminate your account, restrict or prohibit your access to all or any part of the Service, and take any technical or legal steps to prevent your access to the Service if the Company reasonably believes you are creating risk or possible legal liabilities, infringing the intellectual property rights of third parties, or otherwise acting inconsistently with these Terms or our policies, with or without notice to you.

In the event your account is suspended, deactivated, or terminated for any reason (including violation of these Terms or inactivity), you may lose access to your account and any associated benefits, privileges, or Credits, and the Company has no obligation to compensate you for any resulting losses.

### **Service Modifications and Updates**

We reserve the right to **update, modify, or discontinue any aspect of the Service, including features, content, and availability, at any time, with or without notice.** This includes changes to:

- a) The information provided on our website and mobile applications;
- b) The availability or functionality of any Service feature;
- c) The pricing, structure, or terms of use of the Service.

We are not responsible for any loss or inconvenience resulting from modifications, suspensions, or discontinuations of any part of the Service.

### **Consumer Protection and Non-Waivable Rights**

Nothing in these Terms shall exclude or limit any consumer rights that **cannot be waived under applicable law**. If you are entitled to statutory rights under the laws of your country of residence, those rights remain unaffected by these disclaimers.

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## **9. LIMITATION OF LIABILITY**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE (INCLUDING OUR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS) SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR ANY OTHER LOSSES ARISING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, PRODUCTS, OR ANY THIRD-PARTY ADS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

YOUR ACCESS TO AND USE OF THE SERVICE (INCLUDING THE APP, CONTENT, AND USER CONTENT) AND THIRD-PARTY ADS ARE AT YOUR OWN RISK. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR USE OF THE SERVICE.

### **Limitation of Aggregate Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, **OUR TOTAL LIABILITY TO YOU FOR ANY CLAIMS ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE, PRODUCTS, OR CONTENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY YOU TO US FOR ACCESS TO THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR IF GREATER, ONE HUNDRED EURO (€ 100).**

THESE LIMITATIONS OF LIABILITY FORM A FUNDAMENTAL BASIS OF THE AGREEMENT BETWEEN YOU AND THE COMPANY. WITHOUT THESE LIMITATIONS, WE WOULD NOT BE ABLE TO OFFER THE SERVICE UNDER THE SAME TERMS.

### **Waiver of Unknown Claims (California Residents)**

IF YOU ARE A RESIDENT OF CALIFORNIA, YOU EXPRESSLY WAIVE **CALIFORNIA CIVIL CODE SECTION 1542**, WHICH STATES:

*“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”*

BY ACCEPTING THESE TERMS, YOU RECOGNIZE AND AGREE THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE CURRENTLY UNKNOWN OR UNSUSPECTED.

### **Jurisdiction-Specific Exceptions**

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY, INCLUDING FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE EXTENT THAT **ANY PART OF THESE LIMITATIONS IS FOUND TO BE UNENFORCEABLE UNDER APPLICABLE LAW, THE REMAINING LIMITATIONS SHALL STILL APPLY** TO THE MAXIMUM EXTENT PERMITTED.

IF ANY REMEDY SET FORTH IN THESE TERMS IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE, ALL REMAINING LIMITATIONS OF LIABILITY SHALL STILL APPLY. ADDITIONAL CONSUMER RIGHTS MAY APPLY DEPENDING ON YOUR JURISDICTION.

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## **10. INDEMNIFICATION**

You agree to **defend, indemnify, and hold harmless** the Company, along with its **affiliates, parent companies, officers, employees, agents, partners, licensors, contractors, successors, and assigns** (each, an “Indemnitee”), from and against any **losses, damages, liabilities, claims, demands, judgments, settlements, penalties, fines, costs, and expenses** of any kind—including, but not limited to, **reasonable attorneys’ fees and professional fees**—arising directly or indirectly from:

- a) **Your breach of these Terms**, whether by you or anyone using your account or device.
- b) **Your access to or use of the Service**, including any actions taken on the platform.
- c) **Your violation of any applicable law, regulation, or third-party rights**, including intellectual property, privacy, or proprietary rights.
- d) **Any claims related to property damage, personal injury, bodily harm, or death** resulting from your use of the Service in violation of these Terms.

The Company reserves the right to **assume full control** of the defense, negotiation, and settlement of any claim for which you are required to indemnify us. You agree to **fully cooperate** with our defense efforts and acknowledge that we have the sole discretion to select legal counsel and strategy in such matters. You may not settle any claim that imposes liability or obligations on the Company without our prior written consent.

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## **11. INTERNATIONAL USE**

The Company makes no representation that the Service is accessible, appropriate or legally available for use in your jurisdiction, and accessing and using the Service is prohibited from territories where doing so

would be illegal. You access the Service at your own initiative and are responsible for compliance with local laws.

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## **12. INFORMAL DISPUTE RESOLUTION PROCEDURES**

**PLEASE READ THIS PROVISION CAREFULLY TO ENSURE THAT YOU UNDERSTAND—THIS SECTION CONTROLS HOW DISPUTES BETWEEN YOU AND THE COMPANY WILL BE ADDRESSED.**

**BY AGREEING TO THIS PROVISION, YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT AND YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL.**

**YOU ARE ALSO AGREEING TO RESOLVE ALL DISPUTES BETWEEN YOU AND THE COMPANY THROUGH BINDING ARBITRATION UNLESS YOU EXERCISE YOUR RIGHT TO REJECT ARBITRATION AS PROVIDED BELOW.**

You and Matlicia Limited (“**we**” or the “**Company**”) agree to resolve all Disputes (including any related disputes involving the Company, its subsidiaries, or its affiliates) through binding arbitration, as described below, except for: (i) claims that fall within the jurisdiction of a small claims court, provided such claims are not class action disputes and also meet the court’s jurisdictional and monetary limits; and (ii) disputes related to intellectual property rights. A “**Dispute**” means any claim, controversy, or legal action—whether arising from past, present, or future events, and based on contract, tort, statute, or common law—between you and the Company regarding the Website, Services, or this agreement (the “**Arbitration Agreement**”). “**Dispute**” also includes disputes about the interpretation, applicability, or enforceability of these terms or the formation of this Arbitration Agreement, including whether any part of it is invalid or unenforceable.

### **Mandatory Pre-Filing Notice Procedure**

You and we agree that good faith, informal efforts to resolve disputes often result in a faster, inexpensive outcome. Therefore, if you intend to assert a claim for any Dispute (as defined above) against the Company, you must first send the Company a written notice of the Dispute (“**Notice**”) that gives the Company some basic information about you and the Dispute. Any Notice must include (i) your name, address, and email address, (ii) a detailed description of your Dispute; (iii) any relevant facts regarding your use of the Website and Service (including your account ID, profile screenshots, and anything else that will help us identify your account; (iv) a detailed description of the relief you are seeking, including a calculation of any money damages you are seeking; and (v) a personally signed statement from you (and not your attorney) verifying the accuracy of the information in Notice. The Notice must be individualized, meaning it can concern only your dispute and no other person’s dispute. If you are filling out a Notice for another person, you must include all information described above, and also a statement describing your relationship to the person and why the person is unable to fill out the Notice for themselves.

You must send the Notice to the Company at the following address:

Matlicia Limited

Florinis 7, Greg Tower, 2nd Floor, 1065, Nicosia, Cyprus

Attention: Legal

If we need to send you a Notice, we will send the Notice to you at the contact information we have available for you, which may include, if applicable, the contact information associated with your account.

After we receive a Notice, you and us agree to engage in good faith efforts to resolve the Dispute between us for a period of 60 days through informal negotiation. The 60-day period can be extended if you and we agree that such an extension is likely to lead to resolution. As part of the informal negotiation process, you and we agree that we will both attend at least one individualized video conference ("**Video Conference**"). The Video Conference can be via Zoom, Microsoft Teams, WhatsApp, or any other similar platform that you and we agree on and that we both have access to. The Video Conference can be held after the 60-day period, if necessary. If you are represented by an attorney in your Dispute, your attorney may participate in the Video Conference, but you are still required to attend and participate in good faith. The Company is also required to participate in the Video Conference by sending one or more of its representatives, and the Company may also send one or more of its attorneys. If you are unable to participate in the Video Conference by video, you may attend telephonically if you certify in writing that circumstances exist that prevent you from appearing by video (such as your lack of access to phone with a working camera or your inability to connect to a stable internet connection). You and we agree that we (and our attorneys, if represented) shall work cooperatively to schedule the Video Conference at the earliest mutually-convenient time after we receive a Notice. You and we also agree to use our best efforts to resolve the Dispute at the Video Conference. If you and we cannot resolve the issues identified in the Notice within 60 days after the completed Notice is received (or a longer time if agreed), you or we may commence an arbitration proceeding or a small claims court proceeding.

Compliance with these Informal Dispute Resolution Procedures is Mandatory and Pre-Filing Notice procedures (including the Video Conference requirement) are a condition precedent to initiating any arbitration or small claims court action. Failure to follow the procedures is a breach of this Arbitration Agreement.

The Mandatory Pre-Filing Notice procedures are essential so that you and the Company have a meaningful opportunity to resolve Disputes in an inexpensive and efficient manner. Unless prohibited by applicable law, the arbitration provider shall not accept or administer any demand for arbitration unless the party bringing the demand for arbitration certifies in writing that the Mandatory Pre-Filing Notice procedures (including the Video Conference requirement) were fully satisfied. If the party bringing the demand for arbitration fails to include a written certification that the Pre-Filing Notice procedures (including the Video Conference) were met, then the arbitration forum shall administratively close the demand for arbitration and no fees shall be due from the responding party. A court of competent jurisdiction shall have authority to enforce this provision and to enjoin any arbitration proceeding or small claims court action accordingly.

All offers, promises, conduct, and statements made in the course of the Mandatory Pre-Filing Notice process by any party, its agents, employees, and attorneys are confidential and not admissible for any purpose in any subsequent proceeding (except as required to certify in writing that the Mandatory Pre-Filing Notice procedures were completed before submitting a demand for arbitration). Evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable by this section.

### **Small Claims Court**

Subject to applicable jurisdictional requirements and Mandatory Pre-Filing Notice requirements explained above, you or the Company may elect to pursue a Dispute in a local small claims court rather than through arbitration, so long as the matter remains in small claims court and proceeds only on an individual

basis. If a party has already submitted an arbitration demand, the other party may, in its sole discretion, inform the arbitral forum that it chooses to have the Dispute heard in small claims court. At that time, the arbitral forum will administratively close the arbitration and the Dispute will be heard in the appropriate small claims court, with no fees due from the arbitration respondent.

### **What is Arbitration?**

Arbitration is a more informal way to resolve our disagreements than a lawsuit in court. For instance, arbitration uses a neutral arbitrator instead of a judge or jury, involves more limited discovery, and is subject to very limited review by courts. Although the process is more informal, arbitrators can award some of the same individualized damages and relief that a court can award. An arbitrator cannot, however, order a party to act or stop doing something—this is known as “equitable relief.” Either you or we can go to court and seek equitable relief, including by filing a motion to compel the other party to follow this Arbitration Agreement. However, you and we agree that the only courts where we will seek equitable relief are the state and federal courts in Delaware. This exception for equitable relief does **not** waive this Arbitration Agreement. You and we agree that the U.S. Federal Arbitration Act and federal arbitration law govern the interpretation and enforcement of this provision. A court of competent jurisdiction has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. This arbitration provision shall survive termination of these terms and the termination of your account.

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### **13. CLASS ACTION AND JURY TRIAL WAIVER**

**TO THE FULLEST EXTENT ALLOWABLE BY LAW, YOU AND THE COMPANY WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO LITIGATE DISPUTES IN COURT IN FAVOR OF ARBITRATION (EXCEPT FOR SMALL CLAIMS COURT DESCRIBED ABOVE). YOU AND THE COMPANY EACH WAIVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION LAWSUIT AGAINST THE OTHER, INCLUDING ANY CURRENTLY PENDING ACTIONS AGAINST THE COMPANY. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE LITIGATED IN COURT ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR CONSOLIDATED BASIS.**

**EXCEPT FOR THE MASS FILING PROCEDURES DESCRIBED BELOW, YOU AND WE AGREE THAT**

- **THE ARBITRATOR MAY ONLY AWARD FINAL RELIEF IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE FINAL RELIEF WARRANTED BY THAT INDIVIDUAL PARTY’S CLAIM.**
- **THE ARBITRATOR MAY NOT AWARD FINAL RELIEF FOR, AGAINST, OR ON BEHALF OF ANYONE WHO IS NOT A PARTY TO THE ARBITRATION ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS.**

**IF A COURT DETERMINES THAT ANY OF THE PROHIBITIONS IN THIS PARAGRAPH ARE UNENFORCEABLE FOR A PARTICULAR CLAIM OR REQUEST FOR RELIEF, AND ALL APPEALS OF THAT DECISION ARE AFFIRMED AND SUCH DECISION BECOMES FINAL, THEN YOU AND THE COMPANY AGREE THAT THAT PARTICULAR CLAIM OR REQUEST FOR RELIEF SHALL PROCEED IN COURT BUT SHALL BE STAYED PENDING INDIVIDUAL ARBITRATION OF THE REMAINING CLAIMS FOR RELIEF THAT YOU HAVE BROUGHT. IF THIS SPECIFIC PARAGRAPH IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION**

**(EXCEPT FOR THE JURY TRIAL WAIVER AND THE INFORMAL DISPUTE RESOLUTION PROCEDURE) SHALL BE NULL AND VOID.**

### **Arbitration Procedure**

The arbitration will be governed by applicable rules of National Arbitration & Mediation (“**NAM**”) (including the Comprehensive Dispute Resolution Rules and Procedures and the Supplemental Rules for Mass Arbitration Filings, as applicable) (“**NAM Rules**”), as modified by this Arbitration Agreement, and will be administered by NAM. The NAM Rules are available online at [www.namadr.com](http://www.namadr.com) or by requesting them in writing at the Notice address listed above. You may obtain a form to initiate arbitration with NAM at: <https://www.namadr.com/content/uploads/2024/03/Comprehensive-Demand-for-Arb-revised-3.21.2024.pdf> or by contacting NAM.

If NAM is unavailable or unwilling to do so, another arbitration provider shall be selected by the parties that will do so, or if the parties are unable to agree on an alternative administrator, by the court pursuant to 9 U.S.C. §5.

**You and we agree that the party initiating arbitration must submit a written certification that they have complied with and completed the Mandatory Pre-Filing Notice and Informal Dispute Resolution Procedures requirements enclosed with any demand for arbitration. The demand for arbitration and certification must be personally signed by the party initiating arbitration (and their attorney, if represented).**

The arbitration will be in English. A single independent and impartial arbitrator will be appointed remotely pursuant to the NAM Rules, as modified herein. You and the Company agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (i) the arbitration will be conducted online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (ii) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties or the arbitrator decides that a formal hearing is necessary.; and (iii) any judgment on the award the arbitrator renders may be entered in any court of competent jurisdiction.

If an in-person hearing is required and you reside in the United States, the hearing will take place in either Delaware, unless the arbitrator determines that this would pose a hardship for you, in which case the in-person hearing may be conducted in the claimant’s state and county of residence. If you reside outside the United States, the site of any in-person hearing will be determined by the NAM Rules.

The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim. The arbitrator will apply the laws of the State of Florida in conducting the arbitration. You acknowledge that these terms and your use of the Service evidences a transaction involving interstate commerce. The United States Federal Arbitration Act will govern the interpretation, enforcement, and proceedings.

The Arbitrator is bound by and shall adhere to this Arbitration Agreement. In the event NAM Rules conflict with this Arbitration Agreement, the terms of this Arbitration Agreement shall control. If the Arbitrator determines that strict application of any term of this Arbitration Agreement would result in a fundamentally unfair arbitration, then the Arbitrator shall have the authority to modify such term to the extent necessary to ensure a fundamentally fair arbitration that is consistent with efficient and inexpensive resolution of Disputes.

Unless you and Company otherwise agree, the arbitration will be conducted virtually via video or teleconference.

### **Decision of the Arbitrator**

Barring extraordinary circumstances, the arbitrator will issue their decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential, and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim.

The arbitration award is binding only between you and the Company and will not have any preclusive effect in another arbitration or proceeding that involves a different party.

### **Fees**

The payment of arbitration fees (the fees imposed by the arbitration administrator including filing, arbitrator, and hearing fees) will be governed by the applicable NAM Rules, unless you qualify for a fee waiver under applicable law. If after exhausting any potentially available fee waivers, the arbitrator finds that the arbitration fees will be prohibitive for you as compared to litigation, we will pay as much of your filing, arbitrator, and hearing fees in the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or brought for an improper purpose or asserted in bad faith.

You and we agree that arbitration should be cost-effective for all parties and that any party may engage with NAM to address the reduction or deferral of fees.

### **Confidentiality**

Upon either your or our request, the Arbitrator will issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal.

### **Settlement Offers and Offers of Judgment**

At least ten (10) calendar days before the date set for the arbitration hearing, you or the Company may serve a written offer of judgment upon the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be submitted to the arbitration provider, who shall enter judgment accordingly. If the offer is not accepted prior to the arbitration hearing or within thirty (30) calendar days after it is made, whichever occurs first, it shall be deemed withdrawn, and cannot be given as evidence in the arbitration. If an offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover their post-offer costs and shall pay the offering party's costs from the time of the offer (which, solely for purposes of offers of judgment, may include reasonable attorneys' fees to the extent they are recoverable by statute, in an amount not to exceed the damages awarded).

The parties agree that any disputes with respect to settlement offer(s) or offer(s) of judgment in a Mass Filing are to be resolved by a single arbitrator to the extent such offers contain the same material terms. For arbitrations involving represented parties, the represented parties' attorneys agree to communicate



individual settlement offer(s) or offer(s) of judgment to each and every arbitration claimant or respondent to whom such offers are extended.

### **Additional Procedures for Mass Arbitration Filings**

The following provisions set forth additional procedures that apply to mass arbitration filings. If ten (10) or more similar claims are asserted against the Company by the same or coordinated attorneys or are otherwise coordinated, consistent with the definition and criteria of “**Mass Filings**” set forth in the NAM Rules, you and we understand and agree that these additional procedures shall apply and the resolution of your dispute might be delayed. You and we agree that throughout this process, our attorneys shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Filing. You and we agree to make all reasonable efforts to maximize the integrity and efficiency of arbitration to resolve Disputes between us, particularly those involving Mass Filings, and further commit to acting in good faith to adhere to the procedures established in this section. The parties further agree that application of these Mass Filing procedures have been reasonably designed to result in an efficient and fair adjudication of claims.

**Bellwether Arbitrations for Mass Filings.** Bellwether proceedings are encouraged by courts and arbitration administrators where there are multiple disputes involving similar claims against the same or related parties. The parties shall select ten individual arbitration claims (five per side), designated as the “Initial Test Cases,” to proceed to arbitration. Only the Initial Test Cases shall be filed with the arbitrator. All other claims shall be held in abeyance. This means that the filing fees will be paid only for the Initial Test Cases; for all other demands for arbitration in a Mass Filing, the filing fees (together with any arbitrator consideration of the other demands) will be held in abeyance, and neither you nor the Company will be required to pay any such filing fees. You and the Company also agree that neither you nor we shall be deemed to be in breach of this Arbitration Agreement for failure to pay any such filing fees, and that neither you nor we shall be entitled to any contractual, statutory, or other remedies, damages, or sanctions of any kind for failure to pay any such filing fees. If, pursuant to this subsection, a party files non-Bellwether Arbitrations with the arbitration provider, the parties agree that the arbitration provider shall hold those demands in abeyance and not refer them to the arbitrator pending resolution of the Initial Test Cases. Unless the claims are resolved in advance or the schedule is extended, the arbitrators will render a final award for the Initial Test Cases within 120 days of the initial pre-hearing conference.

**Global Mediation in Mass Filings.** Following the resolution of the Initial Test Cases, the parties agree to engage in a global mediation of all the remaining individual arbitration claims comprising the Mass Filing (“**Global Mediation**”), deferring any filing costs associated with the non-Initial Test Cases until the Initial Test Cases and subsequent Global Mediation have concluded. After the final awards are provided to the mediator in the Initial Test Cases, the mediator and the parties shall have 90 days to agree upon a substantive methodology and make an offer to resolve the outstanding cases. If the Parties are unable to resolve the outstanding claims during the Global Mediation, the Parties may choose to opt out of the arbitration process and proceed in court with the remaining claims. Notice of the opt-out shall be provided in writing within 60 days of the close of the Global Mediation. Absent notice of an opt-out, the arbitrations may then be filed and administered by the arbitration provider. You and we also acknowledge that any applicable statute of limitations shall be tolled pending resolution of the global mediation process.

**Severability.** If any part of this Mass Arbitration provision is declared invalid, void, or unenforceable, then that provision is severable from the Arbitration Agreement and shall not affect the validity and enforceability of the remaining provisions.

### **Opting Out of this Arbitration Agreement.**

You may opt out of this Arbitration Agreement by sending written notice of your decision to opt out to: **support@tune.space**, (1) within 31 days after the Arbitration Agreement became effective, as indicated in the “Last Updated” date of the terms, (2) you first use of the Services . Your notice must include:

- a) Your name
- b) Your username (if any)
- c) The email address and/or phone number you used to set up your account (if you have one)
- d) An unequivocal statement that you want to opt out of this Arbitration Agreement

If you opt out of this Arbitration Agreement, all other parts of the terms and any other agreements between you and the Company will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

**Arbitration Agreement Survival.** This Arbitration Agreement will survive the termination of your relationship with the Company, including any revocation of consent or other action by you to end your participation in the Service or any communication with the Company.

**Severability:** If any portion of this Arbitration Agreement is found to be void, invalid, or otherwise unenforceable, then that portion shall be deemed to be severable and, if possible, superseded by a valid, enforceable provision, or portion thereof, that matches the intent of the original provision, or portion thereof, as closely as possible. The remainder of this Arbitration Agreement shall continue to be enforceable and valid according to the terms contained herein.

### **Governing Law**

The laws of the **State of Florida**, excluding its conflicts of law rules, govern this Agreement and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws. To the extent that any action relating to any dispute hereunder is shall be brought in a court of law, such action will be subject to the exclusive jurisdiction of the state and federal courts located in Delaware, and you hereby irrevocably submit to personal jurisdiction in such courts, and waive any defence of inconvenient forum.

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### **14. EEA OR UK RESIDENTS**

Nothing in these Terms shall deprive you of the **consumer protection rights** granted by the **mandatory laws** of your country of residence.

If you have a complaint, please contact us at **support@toon.space**. We will do our best to resolve your complaint promptly and fairly. The Company does not participate in any alternative dispute resolution scheme, except as required by law.

If a dispute arises under these Terms, you may **bring legal proceedings before the competent courts of your habitual residence** in the **EEA or UK**, and these courts shall have **exclusive jurisdiction** over the dispute. The Company shall also submit any disputes to the courts in your country of habitual residence.

These Terms, the Service, and any dispute between you and the Company shall be governed by the laws of England and Wales, excluding its conflict of law provisions.

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## 15. CALIFORNIA RESIDENT

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

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## 16. LIMITATION ON CLAIMS PERIOD

You agree that, regardless of any statute or law to the contrary or any applicable dispute resolution process, any **claim or cause of action** arising from or related to the use of the **Service** or these **Terms** must be **filed within one (1) year** from the date the claim or cause of action first arose. Failure to do so will result in your claim being **permanently barred**.

The provisions of this section, titled “**Limitation on Claims Period**”, constitute a **separate legally binding agreement** between you and the Company.

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## 17. MISCELLANEOUS PROVISIONS

No failure or delay by the Company in exercising any of its rights under these Terms shall be deemed a **waiver of such rights**, nor shall any partial exercise of rights prevent the further enforcement of those or any other rights under these Terms. A waiver of any provision shall not constitute a **waiver of any subsequent breach or default**.

If any provision of these Terms is found to be **invalid, illegal, or unenforceable**, the remainder of these Terms shall remain in full force and effect. The invalid or unenforceable provision shall be **modified or replaced** to the extent necessary to make it valid and enforceable while maintaining the intent of the parties to the fullest extent permitted by law.

These Terms constitute the **entire agreement** between you and the Company regarding the subject matter herein and **supersede all prior agreements, understandings, and representations**, whether written or oral. No modifications or amendments to these Terms shall be binding unless made in writing and agreed upon by both parties.

The Company may **assign or transfer** its rights and obligations under these Terms to any other entity, including through **merger, acquisition, corporate restructuring, or novation**. By continuing to use the Service, you consent to any such transfer or assignment, and a notice posted on the Service indicating the change shall constitute valid notification.

All communications between you and the Company, including notices, disclosures, and agreements, shall be conducted electronically. You acknowledge that electronic communications, including **emails, platform notifications, and digital agreements**, hold the same legal weight as written documents and constitute a **legally binding contract**. By clicking buttons labelled “**SUBMIT**,” “**CONTINUE**,” “**REGISTER**,” or “**I AGREE**”, you affirm your intent to be legally bound by these Terms and acknowledge that your electronic submission constitutes a **valid electronic signature**.

The Company utilizes **third-party providers** to facilitate various operational and technical functions, including but not limited to **payment processing, customer support, security enhancements, and data management**. By using the Service, you acknowledge and agree that these third-party service providers may assist in delivering the Service and enhancing its functionality.

The Company shall not be liable for any failure or delay in complying with these Terms where such failure arises from **circumstances beyond its reasonable control**, including but not limited to **force majeure events, legal or regulatory changes, cyberattacks, or unforeseen operational disruptions**.

#### Contact Information

For general inquiries or support, you may contact us at:

✉ [support@toon.space](mailto:support@toon.space)

For legal matters, please contact our legal department at:

✉ [legal@toon.space](mailto:legal@toon.space)

For privacy-related inquiries, please contact our data protection team at:

✉ [privacy@toon.space](mailto:privacy@toon.space)

By continuing to use the Service, you **acknowledge that you have read, understood, and agreed to these Terms in their entirety**.

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#### 18. NOTICE REGARDING APPLE

If you access the Service through the Apple Inc. ("**Apple**") App Store or use the Service on an iOS device, you acknowledge that you have read, understood, and agree to the following:

**Acknowledgment.** These Terms are between you and the Company **only**, not with Apple. Apple is **not responsible** for the Service or its content.

**Scope of License.** The license granted to you is **personal, limited, non-exclusive, and non-transferable**, permitting you to install and use the Service **only** on iOS devices you own or control, strictly for **personal, non-commercial** purposes and subject to Apple's App Store Terms of Service.

**Maintenance and Support.** The Company is solely responsible for providing **any maintenance or support services** related to the Service, as required under these Terms or applicable law. Apple has **no obligation** to provide maintenance or support for the Service.

**Warranty Disclaimer.** The Company is solely responsible for any **warranties**, whether express or implied, to the extent not effectively disclaimed. If the Service **fails to conform** to an applicable warranty, you may notify Apple, and Apple will refund your purchase price. To the maximum extent permitted by law, Apple has **no further warranty obligations** regarding the Service.

**Claims and Liability.** The Company, **not Apple**, is solely responsible for addressing any **claims** related to:

- a) **Product liability;**

- b) **Failure to conform to legal or regulatory requirements;**
- c) **Consumer protection or similar claims** related to the Service or your use of it.

**Intellectual Property Rights.** If a third party claims that the Service, or your use of it, infringes their **intellectual property rights**, the Company (not Apple) **is responsible** for handling such claims, including investigation, defense, settlement, or resolution.

**Third-Party Terms of Agreement.** Your use of the Service **must comply** with any applicable third-party agreements that **may be affected** by your use of the Service.

**Legal Compliance.** By using the Service, you represent and warrant that:

- a) You **are not** located in a country subject to a **U.S. Government embargo** or designated as a **“terrorist-supporting”** country.
- b) You **are not** listed on any **U.S. Government list of prohibited or restricted parties**.

**Third-Party Beneficiaries.** Apple and its subsidiaries are **third-party beneficiaries** of these Terms. By accepting these Terms, you acknowledge that Apple **has the right to enforce them** against you.

**Contact Information.** For any **questions, complaints, or claims** related to the Service, please contact us as specified in **support@toon.space**.

**Family Sharing.** The Company expressly authorizes the use of the Service by multiple users through **Family Sharing** or any similar functionality provided by Apple.

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## 19. NOTICE REGARDING GOOGLE PLAY

If you access the Service via Google Play, operated by Google Inc. or one of its affiliates (“Google”), you acknowledge that you have read, understood, and agree to the following:

If there is any **conflict** between:

- a) The **Google Play Terms of Service** and **Google Play Business and Program Policies**, or other terms Google designates as default end-user license terms for Google Play (“Google Play Terms”); and
- b) These Terms,

Then the **Google Play Terms shall govern** with respect to your use of the Service downloaded from Google Play.

You acknowledge that **Google is not responsible or liable** for compliance or non-compliance with these Terms or Google Play Terms, whether by you, the Company, or any other user.