

EMYO LOYALTY PROGRAM

PREAMBLE

Until the incorporation and operational onboarding of the Emyo issuing entity (Emyo Ltd. or such other group company as identified in the Whitepaper and this Loyalty Program), the Site and any preliminary whitelisting / waitlisting forms, expressions of interest, and related investor or user queries will be administered on its behalf by ToyKarma Inc., a Wyoming corporation with registered office at 30 N Gould St, Sheridan, WY 82801, United States. During this interim period ToyKarma Inc. acts solely as an administrative and technology service provider and first-line contact point for such queries and whitelisting processes and does not itself issue Tokens, enter into SAFTs, or provide regulated financial, investment, or gaming services; once the Emyo issuing entity confirms that it has assumed direct control of the Emyo Services, all such responsibilities automatically transfer to it, and all prior whitelisting communications and expressions of interest handled by ToyKarma Inc. shall be deemed to have been made on behalf of that Emyo entity.

Participation in the Emyo Loyalty Program (the “**Loyalty Program**” or “**Program**”) is voluntary. By joining or using the Program, the User accepts these Emyo Loyalty Program Terms (the “**Terms**”). Under the Terms, the User may participate in the Program and receive loyalty rewards as described below.

The Program is a promotional, utility-based rewards scheme intended solely to encourage and reward Users’ activity on the Emyo website and platform, including use of eligible services and participation in marketing campaigns, events, and other promotional actions. Loyalty rewards are promotional rewards and conveniences granted at the discretion of Emyo and may be adjusted, limited, or withdrawn in accordance with these Terms.

The Program is not and shall not be construed as:

- (a) an investment product;
- (b) a security, share, or other financial instrument;
- (c) a deposit, savings product, or collective investment scheme; or
- (d) an offer to invest in, or to participate in the profits of, Emyo or any third party.

Participation in the Program does not require any capital investment beyond the ordinary use of Emyo services and does not create any right to profits, dividends, interest, or guaranteed returns. Loyalty rewards are purely promotional in nature and do not constitute legal tender, securities, investment products, financial instruments, or any form of collective investment scheme. Loyalty rewards are not freely transferable outside the Program and cannot be bought, sold, or exchanged with the Company for cash or any other assets. Where, as part of a promotional action, a reward is credited in the form of Emyo tokens, such credit is treated solely as a discretionary marketing bonus within the Emyo Services and does not create any right to profits, revenues, or assets of the Company, nor any expectation of token value appreciation, listing, or liquidity.

The Program is a tool for building long-term relationships with Users and enhancing their experience on the Emyo website and platform, without granting them any ownership, governance, or financial rights in Emyo or its affiliates.

1. DEFINITIONS

1.1 For the purposes of these Terms, the definitions below shall have the following meanings:

“Issuer” means the company operating the Program and administering loyalty rewards, as identified in the legal section of the Emyo website and platform.

“Emyo”, “Company” or “Issuer” means **ToyKarma Inc.**, register address: Northwest Registered Agent Service Inc, 30 N Gould St Ste N, Sheridan, WY 8280.

“User” means any natural person who holds a valid Emyo account, has successfully completed KYC/AML verification where required, is not a resident or citizen of prohibited or sanctioned jurisdictions, and participates in the Program in accordance with these Terms.

“Emyo website and platform” or “Platform” means the websites, mobile applications, and other online interfaces operated by or on behalf of the Company, through which Emyo services and the Program are made available to Users.

“Emyo services” means the online products, applications, tools, and services operated by the Issuer as described in the Terms of Use, including, without limitation, the Website, user dashboard, token-related interfaces, loyalty systems, and any other functionalities we make available to Users via the Platform. For the purposes of these Terms, “Emyo services” refers in particular to those parts of the Emyo Services through which Users can participate in the Loyalty Program, access games and promotional campaigns, and perform Activities that may qualify for loyalty rewards.

“Emyo Token” or “Tokens” means the cryptographic utility tokens generated by the Company at the Token Generation Event for the purpose of enabling access, payments, loyalty interactions, fee mechanics, user reward functions, and other strictly functional utilities within the Emyo transactional and loyalty framework, including (where permitted) casino-related payments, loyalty tier accumulation, staking, in-protocol reward redemption, on-platform spend, and internal settlement or conversion logic. For the avoidance of doubt, the Tokens do not represent or confer any equity, ownership, security, revenue share, economic interest, expectation of profit, cashflow rights, or any participation in the business, assets, goodwill, or results of operations of the Company or any affiliate, and are not intended for investment.

“Rewards” or “loyalty rewards” means any promotional bonuses or advantages granted to Users under the Program, including, without limitation, Emyo Token bonuses based on activity, access to exclusive features, tournaments, events or perks, cashback-style promotional bonuses, and staking-based loyalty rewards from the Loyalty Rewards Pool. Rewards are discretionary, non-guaranteed, and do not constitute dividends, interest, profit-sharing, or financial obligations of the Issuer.

“In-program points” means any internal, non-transferable accounting units or balance indicators used within the Program interface to track eligibility for, or allocation of, Rewards. In-program points are not legal tender, are not a cryptocurrency or token, cannot be bought, sold, or exchanged for cash, and have no independent monetary value outside the Program.

“Loyalty Rewards Pool” means an internal, discretionary promotional pool managed by the Issuer and formed, where applicable, from operational efficiency gains or other resources designated by the Issuer. Allocations to, and distributions from, the Loyalty Rewards Pool are variable, not derived from profits or revenues, and do not create any claim, entitlement,

expectation, or ownership right for Users. The Issuer may decide, at its sole discretion, not to allocate any amounts to the Loyalty Rewards Pool in any given period.

“Activities” means any actions or behaviours of Users that may give rise to Rewards under the Program, including but not limited to gameplay actions, deposits, staking, participation in missions, referrals, tournaments, or other interactions defined by the Issuer from time to time.

“Emyo Loyalty Program Activity Table” or **“Activity Table”** means a table or schedule, whether on the Platform or in a separate document, describing current Activities, applicable requirements, and rules for calculating Rewards. The Activity Table may be updated by the Issuer at any time and does not constitute a separate agreement with Users.

“Prohibited or sanctioned jurisdictions” means jurisdictions or territories in which participation in the Program is restricted or prohibited by the Issuer due to applicable sanctions, regulatory requirements, or internal risk policies, as indicated on the Platform or in related Issuer policies.

2. GENERAL PROVISIONS

- 2.1 The Loyalty Program is a promotional and utility-based rewards system operated by the Issuer for eligible users of the Emyo services.
- 2.2 Participation in the Loyalty Program is voluntary. By joining, the User confirms that they have read, understood, and agreed to these Terms and the Terms of Use.
- 2.3 The Program provides non-financial and non-guaranteed utility Rewards in the form of Emyo Tokens and other promotional bonuses. Rewards under the Program are not redeemable from the Issuer for cash or any other consideration and do not give rise to any redemption obligation of the Issuer.
- 2.4 Participation in the Program is at the User’s sole risk. The Issuer does not guarantee the availability, continuity, or level of any Rewards and does not warrant that participation will lead to any benefit or outcome.

3. PARTICIPATION IN THE PROGRAM

- 3.1 Participation in the Program is available only to Users who:
 - (e) hold a valid Emyo account in good standing;
 - (f) have successfully completed KYC/AML verification, where required by the Issuer;
 - (g) are not residents or citizens of prohibited or sanctioned jurisdictions; and
 - (h) are not subject to restrictions under applicable law or platform policies.
- 3.2 The Issuer may apply geo-blocking, sanctions screening, identity verification, and other technical or procedural controls to ensure compliance with applicable law and internal policies.

3.3 Participation in the Program is free of charge; however, Users remain responsible for any fees or costs charged by third-party service providers (for example, wallet providers, exchanges, or Operators) in connection with Activities that may qualify for Rewards.

3.4 The Issuer may refuse, suspend, or terminate a User's participation in the Program at any time, including where it suspects breach of these Terms, the Terms of Use, or applicable law.

4. NATURE OF REWARDS

4.1 Rewards under the Program are utility-based promotional bonuses granted at the discretion of the Issuer.

4.2 Rewards may include:

- (i) Emyo Token bonuses based on activity;
- (j) access to exclusive features, tournaments, events, or perks;
- (k) cashback-style promotional bonuses, which are discretionary marketing rebates, are not guaranteed, are not necessarily calculated as a fixed percentage of the User's turnover, deposits, or losses, and may be modified, suspended, or discontinued by the Issuer at any time; and
- (l) staking-based loyalty Rewards from the Loyalty Rewards Pool, where available, which are promotional in nature, do not give the User any right to share in the profits, revenues, or assets of the Issuer or any third party, and do not guarantee preservation of principal, any fixed rate of return, APR, or profit.

4.3 Rewards do not constitute:

- (m) dividends;
- (n) profit rights;
- (o) interest;
- (p) revenue sharing;
- (q) ownership rights;
- (r) financial obligations of the Issuer or any affiliate.

4.4 The Loyalty Rewards Pool is formed exclusively from operational efficiency gains resulting from the use of the Token within the ecosystem, including reductions in payment processing costs, chargebacks, and similar non-revenue operational savings, or such other resources as the Issuer may designate. Such allocations are discretionary, variable, and not derived from any profits, revenues, or financial performance of the Issuer or any gaming operator. Rewards distributed from this Pool are promotional in nature and function as activity-based loyalty bonuses, analogous to cashback or VIP program benefits in traditional casinos, and do not create any claim, entitlement, or expectation on the part of Users to share in the Issuer's profits, revenues, or assets.

- 4.5 The frequency, amount, and availability of any Rewards (including, without limitation, Emyo Token bonuses and cashback-style promotional bonuses) are not fixed and are determined solely at the Issuer's discretion. Participation in the Program does not create any expectation of regular, recurring, or predictable Rewards or income.
- 4.6 Participation in any staking-based loyalty mechanism under the Program is optional and purely promotional. It does not create any deposit, savings product, investment contract, partnership, or other fiduciary relationship, and does not entitle the User to any share in the profits, revenues, or assets of the Issuer or any gaming operator. Staking-based Rewards are determined solely at the Issuer's discretion and may be changed, reduced, or discontinued at any time.

5. ACTIVITIES

- 5.1 Users may receive Rewards for performing specific Activities. Activities may include gameplay actions, deposits, staking, participation in missions, referrals, tournaments, or other interactions defined by the Issuer.
- 5.2 The types of Activities, applicable requirements, and rules for calculating Rewards are defined in the Activity Table, which may be updated by the Issuer from time to time. The Activity Table forms an integral operational component of the Program but does not constitute a separate contract with Users.
- 5.3 The Issuer may introduce additional promotional or special Activities, apply temporary multipliers, or grant bonus Rewards at its sole discretion. Information on such Activities may be communicated through the Platform or official communication channels.
- 5.4 The Issuer may modify, suspend, replace, or terminate any Activity at any time, including in cases of technical errors, regulatory requirements, or operational needs. Corrections or adjustments may be made without prior notice.
- 5.5 The Issuer determines, at its sole discretion, whether an Activity has been validly completed and whether the User is entitled to corresponding Rewards. All such decisions are final and binding, except where mandatory consumer law provides otherwise.
- 5.6 Rewards may be withheld or cancelled if the User violates these Terms or the Terms of Use, engages in fraudulent or abusive behaviour, uses automated tools or bots, or participates from prohibited or sanctioned jurisdictions.

6. REWARD EXPIRATION AND ADJUSTMENT

- 6.1 Some Rewards (including in-program points) may carry an expiration period, after which they automatically lapse.
- 6.2 The Issuer may introduce, modify, or remove expiration rules, earning multipliers, or tiers at any time.

6.3 Expired, forfeited, or removed rewards are not reinstated and do not give rise to compensation, refund, or any cash or cash-equivalent payment.

7. PROHIBITED CONDUCT

7.1 The User may not engage in fraud, abuse, exploitation of program mechanics, multi-accounting, use of automated systems, or any activity in violation of AML/CTF laws or platform rules.

7.2 The Issuer may, at its sole discretion:

- (s) suspend reward accrual;
- (t) cancel rewards;
- (u) downgrade or remove statuses;
- (v) exclude the User from the Loyalty Program;
- (w) freeze the User's account pending investigation.

7.3 Users found to violate these Terms may forfeit all accumulated rewards and privileges.

8. PROGRAM MODIFICATION AND TERMINATION

8.1 The Issuer may amend, suspend, or terminate the Loyalty Program at any time.

8.2 In the event of termination, all unredeemed rewards, bonuses, and statuses may be cancelled without compensation.

8.3 Changes to the Loyalty Program do not entitle Users to compensation or refund of any kind.

9. CONTACT US

9.1 If you have any questions about these Terms or the Program, you may contact us at:

ToyCarma Inc. (mailing address): 30 N Gould St Ste 12607, Sheridan, WY 82801
Contact email: legal@emyo.io