

## TERMS AND CONDITIONS

### Earnio Exchange

company

**Binex s.r.o.**

identification number 09656006

with its registered office at Pražákova 1008/69, Štýřice, 639 00 Brno

### I. Definitions

1. **"Terms and Conditions"** mean these terms and conditions which especially govern Purchase agreement.
2. **"Operator"** means company Binex s.r.o., identification number 096 56 006, with its registered office at Pražákova 1008/69, Štýřice, 639 00 Brno, the Czech Republic.
3. **"User"** means a natural person over the age of 18 if fully capable of exercising their legal capacity or a legal person who is a recipient of any of the services provided by Operator via [www.earnio.com](http://www.earnio.com).
4. **"Fiat"** means an official currency issued by a central authority, for purpose of these Terms and Conditions, Fiat means especially Czech crown (CZK), American dollar (USD), Euro (EUR).
5. **"Cryptocurrency"** means an electronically stored unit, whether or not it has an issuer, and which is not money but is accepted as payment for goods or services by a person other than its issuer; for the purposes of these Terms and Conditions, Cryptocurrency means USD Coins (USDC) and Bitcoin (BTC).
6. **"USDC"** means Cryptocurrency USD Coin, a stablecoin pegged to the American dollar (USD) which the transactions are carried out on Binance Smart Chain blockchain (BSC Blockchain) with. The address of USDC on BSC Blockchain is <https://bscscan.com/token/0x13b852e276f10281c72ccf33edf81d81dd198aae>.
7. **"BTC"** means Cryptocurrency Bitcoin which the transaction are carried out on Bitcoin blockchain with. More information on [www.bitcoin.com](http://www.bitcoin.com).
8. **"Parties"** mean collectively Operator and User.
9. **"Party"** means individually either Operator or User.
10. **"Website"** means [www.earnio.com](http://www.earnio.com) which is operated by a third party.
11. **"Electronic wallet"** means an electronic account (using a software interface) of a cryptocurrency wallet located on Website which enables, inter alia, the disposal of the cryptocurrencies, i.e. the acquisition and transfer of selected cryptocurrencies (among others also with Cryptocurrency). The use of Electronic wallet on Website is governed by separate terms and conditions.
12. **"User account"** means an interface accessible to User after registration via Website, namely after User has provided an e-mail address and chosen a password for User account, through which Operator enables User to place an order to enter into Purchase agreement.
13. **"Purchase agreement"** means a contract between Operator and User governed by these Terms and Conditions on the basis of which Operator sells a specified amount of Cryptocurrency owned by Operator for purchase price paid by User in Fiat or vice versa.
14. **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
15. **"AML"** means anti-money laundering, a policy implemented by individual countries with the purpose to deter the legalisation of gains from criminal activities and financing of terrorism. In the Czech Republic, the policy is primarily governed by Act 253/2008 Coll. as amended.

## **II. Introductory provisions**

1. All relationships arising from participation in Purchase agreement entered into by Operator and User are governed by these Terms and Conditions and relevant legislation. Terms and Conditions are part of any agreement entered into by Parties within the scope of these Terms and Conditions, especially Purchase agreement and are binding for the whole duration of any contractual relationships between Parties arising from these Terms and Conditions, until all obligations between Parties are settled. User undertakes to abide by these Terms and Conditions which they agreed to during the process of creating User account on Website.
2. Operator is entitled to amend these Terms and Conditions at any time. Operator shall inform User via e-mail which they provided in User account that a new version of the Terms and Conditions is in force. In case User disagrees with amended Terms and Conditions, they are entitled to withdraw from any agreement entered into under these Terms and Conditions, which has not yet been discharged, in 15 days after receiving information about amendments via e-mail. If User does not withdraw from the agreement, they are deemed to have agreed with the amendments.

## **III. Risks connected to the cryptoassets**

1. Cryptoassets, including Cryptocurrencies, are not a legal currency in the Czech Republic, as they are not regulated by the legislation governing payment services, and trading with cryptoassets is therefore not subject to authorisation, regulation or supervision by the Czech National Bank or any other authority.
2. User acknowledges that the current legal regulation of cryptoassets in European Union is only partial and incomplete and that this state of affairs, as well as the interpretation of the legal norms still in force, may change in the future, and undertakes to fully comply with such changes, as well as the related modifications to these Terms and Conditions.
3. User is fully aware of all risks associated with the handling, nature and storage of cryptoassets, and in particular takes into account the risk of fluctuations in the price and value of Cryptocurrency and the related possibility of significant gains and losses of investing with them, even within a short time interval.
4. Operator shall not be liable for fluctuations in the price and value of Cryptocurrency, for the reduction or loss of credibility, anonymity or any other positively rated attribute of Cryptocurrency, nor for changes in the legislation in the area of trading with Cryptocurrency.
5. User declares that prior to entering into a contractual relationship with Operator, they have responsibly considered their abilities and knowledge to assess all risks associated with cryptoassets Purchase agreement described in these Terms and Conditions, as well as their property, financial and investment capabilities, and voluntarily and accepts these risks fully.
6. User acknowledges that upon crediting or sending Cryptocurrency to or from Electronic wallet specified by User or by Operator, such Cryptocurrency transaction becomes non-refundable and therefore final.

## **IV. User's registration and AML verification**

1. User who intends to enter into any contractual relationship with Operator creates User account on Website.
2. Operator is an obliged entity in the sense of Czech AML laws therefore it is obliged to conduct an identification and verification procedure. User can enter into a contractual relationship with Operator only after they are identified and verified by Operator and fills in the Earnio Questionnaire available on Website within User account. Operator may also conduct a deeper due diligence of User if legal conditions or conditions set in the internal risk assessment are met. User is obliged to cooperate with Operator on identification, verification and due diligence of User, otherwise, Operator is entitled to deny User to enter into any offered agreements or terminate already existing ones.

3. Detailed information on the process of identification, verification and due diligence may be covered in a separate document available on Website.
4. User is liable for ensuring that all information provided by User is complete, correct, and true. User undertakes to keep their personal data up to date.

## V. Purchase agreement

1. User may enter into Purchase agreement with Operator on Website via User account.
2. The only Cryptocurrency available for purchase and for sale is USDC.
3. User may enter into Purchase agreement with Operator via User account on Website to purchase USDC from Operator or to sell USDC to Operator under the following conditions:
  - under the Purchase agreement, a seller is either User or Operator and a buyer is either Operator or User, depending on which Party provides USDC to the other Party for Fiat; and
  - the subject matter of Purchase agreement shall be the transfer of ownership of a certain amount of USDC from the seller to the buyer, whereby the buyer shall pay the purchase price to the seller for the transfer of the ownership of USDC; and
  - the purchase price shall be determined according to the exchange rate between USDC and respective Fiat available on [www.coingecko.com](http://www.coingecko.com) under the following conditions:
    - in case User is the buyer and Operator is the seller, the exchange rate available on [www.coingecko.com](http://www.coingecko.com) the day before the day on which USDC has been transferred from Operator's Electronic wallet is applicable;
    - in case Operator is the buyer and User is the seller, the exchange rate available on [www.coingecko.com](http://www.coingecko.com) the day before the day on which the transfer of Fiat from Operator's bank account took place is applicable;
    - in both cases the amount of USDC or Fiat credited to User may be affected by the applicable fees (see par. 4); and
  - the purchase price for the transfer of USDC will be paid under the following conditions:
    - in case User is the buyer, the purchase price shall be credited to Operator's bank account before Operator shall transfer USDC to User's Electronic wallet;
    - in case Operator is the buyer, USDC shall be credited to Operator's Electronic wallet before Operator shall transfer the purchase price to User's bank account; and
  - Operator reserves the right,
    - as the seller, to transfer purchased USDC to User's Electronic wallet within three business days from the day the purchase price has been credited to Operator's bank account; and
    - as the buyer, to transfer the purchase price in Fiat to User's bank account within three business days from the day the purchased amount of USDC has been credited to Operator's Electronic wallet; and
  - Purchase agreement is entered into between User and Operator if the following conditions are cumulatively met:
    - the purchase price is credited to the seller's bank account by the buyer; and
    - purchased amount of USDC is credited to the buyer's Electronic wallet by the seller; and
  - in view of the nature of the business relationship in the cryptoasset area, Purchase agreement will not be in writing.
4. Operator may charge User with a fee for the purchase. The fee, if applicable, will be always available before entering into Purchase agreement on Website. The fee will be set off the total amount of USDC which is subject matter of Purchase agreement.

5. Operator reserves the right not to enter into Purchase agreement either as a seller or as a buyer. In case Operator rejects the offer to enter into Purchase agreement, it shall return everything that was already provided to it without delay.
6. User acknowledges that from the moment USDC, which are subject to purchase, are transferred to User's Electronic wallet or Operator's Electronic wallet, Purchase agreement is discharged and cannot be terminated.

## **VI. Termination of agreements**

1. Operator may withdraw from any agreement entered into on the basis of these Terms and Conditions at any time
  - a) due to inability to meet its obligation to User due to insufficient liquidity, interruption of electricity supply or internet connection, restriction of access to the bank account, or in case of force majeure;
  - b) on suspicion of money laundering and terrorist financing within the meaning of anti-money laundering legislation or of any other illegal activity;
  - c) due to sudden changes in circumstances consisting of exchange rate fluctuations;
  - d) because of User's reckless, unnecessarily burdensome or obstructive behaviour (e.g. repeated placing of requests and delays in performance according to orders, etc.);
2. User declares that they understand and agree that Operator reserves the exclusive right to immediately suspend the provision of the services or to terminate any agreement between Operator and User at any time if User is suspected of violating any provision of these Terms and Conditions, or of violating the legal regulations effective in the Czech Republic, or if User is suspected of participating in illegal activities or activities incompatible with Operator's policy.

## **VII. Other provisions**

1. Due to the nature of the business relationship in the crypto assets area, none of the agreements concluded on the basis of these Terms and Conditions will not be in writing, except these Terms and Conditions.
2. User is obliged to provide Operator with all assistance requested by Operator or necessary for the activities to which Operator has committed itself by any agreement concluded on the basis of these Terms and Conditions.
3. Parties agree to communicate via Website or e-mail. For these purposes, Operator's e-mail address at which User may contact Operator is [support@probinex.com](mailto:support@probinex.com) and User's e-mail address designated for communication shall be User's e-mail address they filed during registration in User account or which they later filed as e-mail designated for communication in User account. Parties agree that any e-mail is deemed to be delivered to the other Party on the following day after the day the e-mail has been sent.

## **VIII. Other rights and obligations of Parties**

1. User is obliged to comply with the generally binding legal obligations and these Terms and Conditions and to respect the rights of the third parties. In particular, User undertakes not to
  - a) use Website in a manner that may cause damage to Operator and to third parties;
  - b) alter the content of Website, interfere with it in any way, endanger or disrupt its operation;
  - c) use programs, equipment or other mechanisms and procedures that could adversely affect the operation of Website;
  - d) unauthorisedly obtain personal data of other Users of Operator or facts that are the subject of Operator's trade secrets; and

- e) use unsecured e-mail or disclose the account password to any third party.
- 2. User shall be liable for any injury or damage resulting from its acts or omissions contrary to good morals, binding legal regulations, Terms and Conditions and Purchase agreement.
- 3. Operator shall not be liable for damage caused to User or any third party as a result of User violating these Terms and Conditions.
- 4. User is entitled to:
  - a) contact Operator's client support at any time via e-mail address support@probinex.com, which will provide them with the necessary information, instructions and recommendations and will provide them with other assistance necessary for the use of Operator's services,
  - b) contact Operator via the e-mail address support@probinex.com with any complaints regarding the processing of orders, which Operator shall resolve within a reasonable period of time, and shall send communication about the method of resolution to User at User's e-mail address indicated in their User account.
- 5. User acknowledges their responsibility for the proper taxation of income generated by trading in cryptoassets, if, according to their tax residence, they are obliged to tax this income. User is also obliged, if required by the laws of the state of which they are a tax resident, to consider whether the results of transactions carried out through Operator by User are not subject to other tax obligations. Operator does not assume any responsibility for fulfilling such possible obligations of User.
- 6. When using Website, User may be displayed the content or offer of third-party services, including links to Websites and third-party services.
- 7. Operator does not control any such third-party content displayed to User when using the services through Website. Operator does not assume any liability for such third-party content displayed to User when using the services, including liability for untruthfulness, incompleteness, errors, obscenity, or offensiveness of such content or for otherwise defective third-party content according to User's domicile.

## **IX. Personal data protection**

- 1. Operator processes User's personal data in accordance with GDPR and other regulations in the field of data protection while respecting the principles of legality, correctness, transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity and confidentiality.
- 2. User acknowledges that they are obliged to notify Operator without undue delay of any changes to the personal data provided by them, either through changes made within User account or in another appropriate manner (e.g. by e-mail).
- 3. Further information on the processing of personal data is provided on Website in Privacy Policy.

## **X. Final provisions**

- 1. Operator reserves the right to modify the scope and conditions of the offer of products and services at any time and in any way, even without prior notice to User. User acknowledges that such modifications may affect the nature of the offer of products and services and undertakes not to claim compensation for any loss or damage in this respect.
- 2. In the event of a substantial or repeated minor breach of Terms and Conditions by User, Operator is entitled to limit the scope of performance provided to User.
- 3. In the event of a serious or repeated material violation of the Terms and Conditions by User, Operator is entitled to deny User access to the services provided.
- 4. User acknowledges that within the framework of trading with cryptoassets, Operator cooperates with public authorities and administration bodies (e.g. Czech National Bank, Financial Analytical Office, police

authorities, etc.) and provides them with all necessary cooperation for the exercise of their powers, and, in this context, User undertakes to provide similar cooperation to Operator.

5. Parties undertake to resolve any disputes arising between Parties primarily by mutual agreement and amicable means. In the event that it is not possible to resolve the dispute amicably, the courts of the Czech Republic shall have jurisdiction to settle disputes.
6. All legal relations arising in connection with Website and its use are governed by the laws of the Czech Republic. This also applies to cases where the legal relationship of Parties contains an international (foreign) element.
7. Parties expressly declare that the provisions of Term and Conditions deviating from the provisions of generally binding regulations or excluding such provisions are so agreed knowingly and in accordance with good morals, public order and with respect for all rights and legitimate interests of Parties.
8. If any provision of Terms and Conditions is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. The invalid or unenforceable provision will be replaced by a new, valid and enforceable provision, the wording of which best reflects the intent expressed in the original provision and Terms and Conditions as a whole.
9. User declares that prior to using Website and placing an order or offer, User has thoroughly read these Terms and Conditions, fully understands them and agrees to their content without reservation.
10. These Terms and Conditions shall become valid and effective on 1st August 2023.