

## TERMS AND CONDITIONS

### Operator FIX

company

**Probinex SMPC**

**registration number 166576301000**

**with its registered office at 43 Solonos Street, 10672 Athens, Greece**

### I. Definitions

1. **"Terms and Conditions"** mean these Terms and Conditions which especially govern Loan agreement and affiliate programme.
2. **"Operator"** means company Probinex SMPC, registration number 166576301000, With its registered office at 43 Solonos Street, 10672 Athens, Greece.
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 euro, Czech crown, American dollar.
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).
6. **"Parties"** mean collectively Operator and User.
7. **"Party"** means individually either Operator or User.
8. **"Website"** means [www.earnio.com](http://www.earnio.com) which is operated by Operator.
9. **"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 Cryptocurrency). The use of Electronic wallet on Website is governed by separate terms and conditions.
10. **"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 Loan agreement.
11. **"Loan agreement"** means a contract between Operator and User governed by these Terms and Conditions on the basis of which User provides Operator with a loan in selected Cryptocurrency and Operator undertakes to pay monthly interest to User and eventually to pay off a principal of the loan.
12. **"PBX Token"** means a cryptocurrency which is used to make transactions using BSC Blockchain. PBX Token je a technical contract on Blockchain Binance Smart Chain (hereinafter referred as "BSC Blockchain") created according to the BEP20 standard in a limited emission of 1.000.000.000 coins, the address of the PBX Token contract is as follows:  
<https://bscscan.com/address/0xA177BdD433AEa3702beb46652aDcFc64248d4aB3>
13. **"StayKing"** means a product operated by company FOX GROUP LTD., registration number 116888 seated at Trust Company Complex, Ajeltake Road, Ajeltake, Majuro, MH 96960, Republic of Marshall Islands.
14. **"Affiliate network"** means a structure of Users who registered on Website using specially generated link of other Users.
15. **"Consulting company"** means a legal entity marked in the Provider's internal systemas Consulting company whose prime purpose of registration is to offer the option to enter into Loan Agreement to its own clients.

16. “**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).
17. “**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 Greece, the policy is primarily governed by Law 4557/30.07.2018 as amended.

## **II. Introductory provisions**

1. All relationships arising from Loan 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 Loan 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 terminate any agreement entered into under these Terms and Conditions, which has not yet been discharged, in the way specified in article VI. of these Terms and Conditions. If User does not terminate 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 Greece, 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 Bank of Greece 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 Loan 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 Greek 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 them is complete, correct, and true. User undertakes to keep their personal data up to date.

## **V. Loan agreement**

1. User may enter into Loan agreement with Operator on Website via User account. On the basis of Loan agreement, User lends the specified amount of Cryptocurrency to Operator and Operator pays out interest on a monthly basis and undertakes to eventually pay off the principal.
2. User fills in an offer form where they specify the amount of Cryptocurrency they offer to lend to Operator. The possibility to send the offer form may be subject to the delivery of requested documents for identification, verification and/or due diligence of User. By sending the offer form, an offer to enter into Loan agreement is made towards Operator. Within the offer form User shall furthermore state the offered amount of principal and whether they intend (or not) to be paid interest every month in full, or whether any part of accrued and payable interest shall cause future amendments to Loan agreement, resulting in increase of lent principal pro futuro.
3. Loan is considered provided to Operator by User at the moment the agreed amount of Cryptocurrency has been credited to Operator's designated Electronic wallet from User's Electronic wallet.
4. User acknowledges that Operator is not obliged to accept User's offer to enter into Loan agreement. In case Operator rejects the offer or doesn't answer it at all, it applies that Loan agreement has not been entered into.
5. Provided loan begins to accrue interest on the first day of the calendar month following the calendar month in which the loan has been credited to Operator's Electronic wallet.
6. Operator undertakes to pay out interest accrued to loan not later than the last day of the month following calendar month in which the loan began to accrue interest for the first time, if not stated otherwise in these Terms and Conditions. User is not entitled to interest for the period from the day the lent Cryptocurrency has been credited to Operator's Electronic wallet until the last day of the month in which the lent Cryptocurrency has been credited to Operator's Electronic wallet. In case User lends principal to Operator by amending Loan agreement as agreed in Art. V(8) of these Terms and Conditions, User is entitled to interest for the month in which the amendment to Loan agreement has been entered into.
7. The interest rate is 1.0 to 2.0 % p.m., in words one to two percent per mensem, of the provided principal in USDC depending on the amount of immobilized PBX Tokens within StayKing programme according to the Bonus scheme.

PBX Tokens immobilized in StayKing	Interest rate
0 – 99.99 \$	1.00 %
100.00 to 249.99 \$	1.10%
250.00 to 499.99 \$	1.20%
500.00 to 999.99 \$	1.30%
1,000.00 to 2 499.99 \$	1.40%
2,500.00 to 4 999.99 \$	1.50%
5,000.00 to 9 999.99 \$	1.60%
10,000.00 to 24 999.99 \$	1.70%
25,000.00 to 49 999.99 \$	1.80%
50,000.00 to 99 999.99 \$	1.90%
100,000.00 a vice \$	2.00%

The value of immobilized PBX Token is decided by the StayKing programme operator and Operator is guided by the value which is provided by the StayKing programme operator on the basis of User's consent. Operator therefore in no way shall be liable for correctness of the provided information on immobilized PBX Token value. The authoritative moment for determining the right to certain amount of the interest rate in the specific calendar month is the first day of the given calendar month for which the interest should be calculated (the interest rate may change during the duration of Loan Agreement, depending on the total value of the immobilized PBX Tokens at the beginning of the given month). The interest rate for the given calendar month may Client find out in User account.

In the event that the User is part of Affiliate network of Consulting company, they will receive interest in the same percentage amount as the contracted by Consulting company. The amount of interest can be found in User Account. In the event that User themselves immobilizes such a quantity of PBX Tokens within StayKing programme that they are entitled to higher interest according to the above scheme, they will receive this higher interest regardless of the agreed interest by the Consulting Company.

8. Via Website, User may choose to inform Operator of their intent to amend Loan agreement (would it be entered into) in future. The subject matter of such amendment in the future, which User shall express their will to enter into by offer form, shall be (i) User expresses their will in such a way that the performance to which they are entitled according to Loan Agreement will be added to the amount of principal provided on the basis of Loan Agreement; and (ii) the selected amount of interest will increase the principal amount provided under Loan Agreement using Wallet Premium function (without this function, the amendment cannot be entered into); and (iii) the principal of the loan (consisting of the original principal, increased by the amount of waived interest) in its new amount shall continue to earn interest. Other provisions of already concluded Loan agreement shall remain valid and effective under original conditions. User may change their will regarding the share of interest to be waived (and therefore added to the principal) every month at any time but acknowledges the change will be effective beginning the first day of the month following the month in which the change request is filed by User.
9. The principal is payable not later than the last day of the termination period of Loan agreement and it will be transferred to User's Electronic wallet. User is entitled to the principal to be paid off in the same

Cryptocurrency as the loan was originally provided in unless specified otherwise in these Terms and Conditions. User is not entitled to demand other cryptocurrencies or other value, especially not Fiat currency.

10. Operator reserves the right to offer to User that the principal will be paid off in another cryptoasset than the one the loan had been originally provided in. Operator specifies which cryptoasset and in what amount of cryptoasset it offers to User to be paid off instead of the original one. If User accepts the offer, Operator is obliged to pay off the principal in the agreed cryptoasset and amount within the time period specified in these Terms and Conditions. At the moment the agreed amount of cryptoasset is transferred to User's Electronic wallet, Operator's obligation to return the principal is settled, Loan agreement is discharged and User is not entitled to the principal in the original Cryptocurrency or any alternative consideration.

## **VI. Termination of agreements**

1. Loan agreement is concluded until the last day of the calendar month in which the Loan Agreement was entered into and for another year. Parties are entitled to declare that they terminate the Loan Agreement 14 days before the anniversary of the Loan Agreement, whereby Operator shall notify User about the approaching anniversary of Loan Agreement. If any of Parties make the declaration as described in the previous sentence in the specified period of time, Loan Agreement shall be terminated on the last day of its duration. In case that none of Parties terminate Loan Agreement, it shall be prolonged for another year. User is also entitled to expressly declare that they wish to prolong the duration of Loan Agreement for another year, then Loan Agreement is prolonged for another year, while this declaration cannot be withdrawn.
2. User is also entitled to request deletion of their User account. This action will be deemed as termination of Loan agreement and Operator will proceed according to the previous paragraph. Until the termination period elapses, Operator settles all its obligations and, after it elapses, disables User account. User acknowledges that after disabling User account, User will not be able to access Electronic wallet and will not be entitled to any fulfillments arising from any contractual relationship with Operator.
3. 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;
  - 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.).
4. 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 Greece, 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 cryptoassets 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. In case User enters into several Loan Agreements as stipulated in Art. V of these Terms and Conditions, Loan Agreements are considered to be separate agreements.

3. 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.
4. 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@earnio.com](mailto:support@earnio.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 Loan 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@earnio.com](mailto:support@earnio.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@earnio.com](mailto:support@earnio.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. Operator provides the services according to these Terms and Conditions to User free of charge unless specified otherwise in these Terms and Conditions or other terms and conditions governing other services provided by Operator. However, Operator reserves the right to charge the services for User in the future, in which case the services will be charged by a unilateral change to these Terms and Conditions, in which case User has the right to withdraw from Loan agreement in accordance with these Terms and Conditions.
7. When using Website, User may be displayed the content or offer of third-party services, including links to Websites and third-party services.
8. 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.

## **X. 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.

## **XI. Final provisions**

1. Loan Agreements entered into before the effective date according to paragraph 11 of this Article are considered to be entered into on 1<sup>st</sup> October 2023.
2. 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.
3. 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.
4. In the event of a serious or repeated material violation of Terms and Conditions by User, Operator is entitled to deny User access to the services provided.
5. User acknowledges that within the framework of trading with cryptoassets, Operator cooperates with public authorities and administration bodies (e.g. the Bank of Greece, Hellenic Capital Market Commission, 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.
6. 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 Greece shall have jurisdiction to settle disputes.
7. All legal relations arising in connection with Website and its use are governed by the laws of Greece. This also applies to cases where the legal relationship of Parties contains an international (foreign) element.
8. Parties expressly declare that the provisions of Terms 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.
9. 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.
10. 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.
11. These Terms and Conditions shall become valid and effective on 11<sup>th</sup> September 2023.