

## TERMS AND CONDITIONS

Earnio FIX

company

Probinex IKE

registration number 166576301000

registered office at Solonos 43, 10672 Athens, Greece

### PART A.

#### I. Definition

1. **"Terms and Conditions"** means these terms and conditions, which govern, in particular, Loan Agreement.
2. **"Operator"** means the company Probinex IKE, registration number 166576301000, registered office at Solonos 43, 10672 Athens, Greece.
3. **"User"** means a natural person over the age of 18 who has the full legal capacity, or a legal entity who is the recipient of any services provided by Operator through [www.earnio.com](http://www.earnio.com).
4. **"Fiat"** means an official currency issued by a central authority, such as the euro, the Czech crown or the US dollar.
5. **"Cryptocurrency"** means the USD Coin (USDC) electronic money token issued by Circle Internet Financial Europe SAS, with registered office at Rue de Marivaux 4, 75002 Paris, France, an electronic money institution authorized by the Bank of France. For the purposes of these Terms and Conditions, Cryptocurrency means only Cryptocurrency transferable on Binance Smart Chain. Cryptocurrency's whitepaper is available here: <https://www.circle.com/en/legal/mica-usdc-whitepaper>.
6. **"cryptoasset"** means cryptoassets as defined in Art. 3(1)(5) of MiCA regulation.
7. **"Parties"** means Operator and User together.
8. **"Party"** means Operator or User individually.
9. **"Website"** means [www.earnio.com](http://www.earnio.com), which is operated by Operator.
10. **"Electronic wallet"** means an electronic account (using a software interface) of a cryptoassets wallet located on Website, which enables, among others, the handling of cryptoassets, i.e. the acquisition and transfer of selected cryptoassets (among others also Cryptocurrency). Use of Electronic Wallet is subject to separate terms and conditions.
11. **"User account"** means the interface accessible to User after registration on Website, specifically after User has provided an e-mail address and chosen a password for his User account, through which Operator allows User to enter an order to enter into Loan Agreement.
12. **"Loan Agreement"** means the contract between Operator and User, governed by these Terms and Conditions, on the basis of which User provide Operator with a loan in Cryptocurrency and Operator undertakes to pay monthly interest to User and eventually to return the loaned principal.
13. **"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 on the repeal of Directive 95/46/EC (generally the Data Protection Regulation personal data).
14. **"AML"** means anti-money laundering, a policy implemented by individual countries to prevent the laundering of the proceeds of crime and the financing of terrorism. In Greece, the policy is primarily governed by Law 4557/30.07.2018, as amended.

15. **“MiCA regulation”** means Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on crypto-asset markets and amending Regulation (EU) No. 1093/2010 and (EU) No. 1095/2010 and Directives 2013/ 36/EU and (EU) 2019/1937.

## **II. Introductory Provisions**

1. All relationships resulting from Loan Agreement concluded between Operator and User are governed by these Terms and Conditions and the applicable legal regulations. Terms and Conditions are part of any contract concluded between Parties under these Terms and Conditions, in particular Loan Agreement, and are binding for the entire duration of any contractual relationship between Parties arising from these Terms and Conditions, until all obligations between Parties are settled. User undertakes to comply with these Terms and Conditions, which they agreed to when entering into Loan Agreement.
2. Operator reserves right to change these Terms and Conditions at any time. Operator shall inform User via the e-mail address provided in User Account that a new version of the Terms and Conditions is in effect. In the event that User does not agree to the amended Terms and Conditions, User is entitled to terminate any contract concluded under these Terms and Conditions that has not yet expired by notifying Operator to its e-mail address within 15 days of notification of such change. If User does not terminate the contract, it shall be deemed to have accepted the changes.

## **III. Risks associated with cryptoassets**

1. User acknowledges that the current legal regulation of cryptoassets in the European Union is only partial and incomplete and that this state, as well as the interpretation of the legal norms currently in force, may change in the future, and undertakes to fully comply with these changes, including amendments to these Terms and Condition (for example, the entry into force of the MiCA regulation).
2. User is fully aware of all the risks associated with the manipulation, nature and holding of cryptoassets , and in particular takes into account the risk of fluctuations in the price and value of cryptoassets and the related possibility of significant profits and losses when investing with them, even in a short time interval. At the same time, User takes into account that cryptoassets can completely lose their value.
3. User acknowledges that cryptoassets may not be liquid, that cryptoassets are not subject to investor compensation systems according to Directive 97/9/EC and that cryptoassets are not subject to deposit insurance systems according to Directive 2014/49/EU.
4. Operator is not responsible for fluctuations in the price and value of Cryptocurrency, for the reduction or loss of credibility, anonymity or other positively evaluated attribute of Cryptocurrency, or for changes in legislation in the field of Cryptocurrency trading. At the same time, the Operator bears no responsibility for any changes in the blockchain of any cryptoassets , including for the interruption or termination of the functioning of the blockchain, withdrawal of cryptoassets from circulation in the given blockchain.
5. User declares that, before entering into a contractual relationship with Operator, they have responsibly considered their abilities and knowledge to assess all the risks associated with Loan Agreement described in these Terms and Conditions, as well as his property, financial and investment options, and voluntarily and fully accepts these risks.
6. User acknowledges that after crediting or sending Cryptocurrency to or from Electronic Wallet account designated by User or Operator, such Cryptocurrency transaction becomes irreversible and therefore final.

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

1. User who intends to enter into any contractual relationship with Operator shall create User Account on Website.

2. Operator is considered an obligated person under the Greek AML laws, and is therefore obliged to carry out the identification and verification of User. User may enter into a contractual relationship with Operator only after they have been identified and verified by Operator and have completed the Earnio questionnaire available on Website within User Account. Operator may also conduct an enhanced due diligence of User if the legal conditions or the conditions outlined in the internal risk assessment are met. User is obliged to cooperate with Operator in the identification, verification and due diligence of User, failure to do so may result in the denial of the User's ability to enter into any offered contract or the termination of existing contracts.
3. Detailed information on the identification, verification and due diligence process can be found in a separate document available on Website.
4. User is responsible for ensuring that all information provided by User is complete, correct, accurate and truthful. User undertakes to keep his personal data up to date and to inform Operator of any change in his personal data.

## **V. Loan Agreement**

1. User can enter into Loan Agreement with Operator on Website through their User Account. On the basis of Loan Agreement, User lends Operator a specified amount of Cryptocurrency, and Operator pays monthly interest and undertakes to repay the principal.
2. User fills in the offer form, where they indicate the amount of Cryptocurrency that they offer to lend to Operator. The possibility to send the offer form may be subject to the delivery of the required documents for the identification, verification and/or due diligence of User. By sending the offer form, an offer is made to Operator to conclude Loan Agreement. In the offer form, User also states the offered amount of principal and whether they intend (or not) to receive interest every month, or whether the granted and payable interest will be the subject of new Loan Agreement entered into between Parties in the future.
3. The loan is deemed provided to Operator by User at the moment when the agreed amount of Cryptocurrency is credited to Electronic Wallet designated by Operator from User's Electronic Wallet.
4. User acknowledges that Operator is not obliged to accept the User's offer to enter into Loan Agreement. In the event that Operator rejects the offer or does not respond to it at all, Loan Agreement has not been entered into.
5. The loan granted shall accrue interest only for the full calendar months during which Loan Agreement is in force, unless otherwise specified in these Terms and Conditions.
6. Operator undertakes to pay the interest accrued on the loan no later than the last day of the month following the calendar month in which the loan first began to accrue interest, unless otherwise stated in these Terms and Conditions. User is not entitled to the interest for the period from the day borrowed Cryptocurrency was credited to Operator's Electronic Wallet until the last day of the month in which borrowed Cryptocurrency was credited to Operator's Electronic Wallet.
7. The interest rate is set at 1% p.m. , in other words, one percent per month, of the amount of Cryptocurrency loaned, unless the Operator and the Client agree otherwise.
8. Through Website, User may express their intention to enter into a future Loan Agreement that involves Cryptocurrency to be received as interest from existing Loan Agreement, or a portion thereof. This future Loan Agreement will be established upon the Operator's acceptance of the offer and will otherwise be governed by these Terms and Conditions. Loan Agreement under this clause can only be concluded if User subscribes to Wallet Premium function, governed by separate terms and conditions
9. Principal and interest for the last month of validity of Loan Agreement are due no later than the last day of Loan Agreement and will be transferred to User's Electronic Wallet. User is not entitled to request other cryptoassets or other value, especially not Fiat currency.

10. Operator reserves the right to repay the principal to User in a different cryptoasset than cryptoasset in which the loan was originally granted. At the time the amount of cryptoasset corresponding to the value of originally granted Cryptocurrency is transferred to Electronic Wallet designated by User, the Operator's obligation to return the principal is fulfilled, Loan Agreement is settled and User is not entitled to the principal in the original Cryptocurrency or any alternative form of consideration.

## **VI. Termination of Loan Agreements**

1. Loan Agreement is entered into for the period extending to the end of the month in which Loan Agreement was concluded and one additional year.
2. Operator reserves right to withdraw from any contract entered into on the basis of these Terms and Conditions at any time
  - a) due to the inability to fulfill 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) in case of suspicion of money laundering and financing of terrorism within the meaning of legal regulations against money laundering or committing other illegal activities;
  - c) as a result of sudden changes in circumstances consisting of fluctuations in the exchange rate;
  - d) due to reckless, unnecessarily burdensome or obstructive behavior of User (e.g. repeated submission of requests and delays in fulfilling orders, etc.).
3. User acknowledges that they understands and agrees that Operator reserves the exclusive right to immediately suspend the provision of services or to terminate any contract between Operator and User at any time, if User is suspected of violating any provision of these Terms or of violating the legal regulations valid and effective in Greece, or if User is suspected of participating in illegal activities or activities incompatible with the Operator's policies.

## **VII. Other provisions**

1. Due to the nature of the business relationship in the field of cryptoassets, none of the contracts entered into based on these Terms and Conditions will be in written form, with the exception of these Terms and Conditions.
2. In the event that User concludes multiple Loan Agreements in accordance with Article V of these Terms and Conditions, each Loan Agreement will be considered to be separate agreements.
3. User is obliged to provide Operator with all cooperation requested by Operator or is necessary for the activities to which Operator is committed by any contract concluded on the basis of these Terms and Conditions.
4. Parties agree to communicate via Website or e-mail. For these purposes, the Operator's e-mail address for User inquiries is [support@earnio.com](mailto:support@earnio.com) and the e-mail address of User designated for communication will be the e-mail address of User that they entered when registering for User Account or that they later entered as e-mail intended for communication in User Account. Parties agree that any e-mail is deemed to have been delivered to the other party on the day following the day the e-mail is sent.

## **VIII. Other rights and obligations of the contracting parties**

1. User is obliged to comply with generally binding legal obligations and these Terms and Conditions and to respect the rights of third parties. In particular, User undertakes not to
  - a) use Website in a way that may cause damage to Operator and third parties;
  - b) change the content of Website, interfere with it in any way, threaten or disrupt its operation;

- c) use programs, equipment or other mechanisms and procedures that could adversely affect the operation of Website;
  - d) unauthorizedly obtain personal data of other Users of Operator or facts that are the subject of the Operator's trade secrets; and
  - e) use an unsecured e-mail or disclose your account password to any third party.
2. User is responsible for harm or damage caused by his actions or omissions in violation of good morals, binding legal regulations, these Terms and Conditions and Loan Agreement.
  3. Operator is not responsible for damage caused to User or any third party as a result of the User's violation of these Terms and Conditions.
  4. User has the right to:
    - a) contact the Operator's client support at any time via the e-mail address [support@earnio.com](mailto:support@earnio.com), which will provide them with the necessary information, instructions and recommendations and provide additional assistance necessary for using the Operator's services,
    - b) contact Operator via the e-mail address [support@earnio.com](mailto:support@earnio.com) with any complaints about the processing of offers, which Operator will resolve within a reasonable period of time, and send User a message about the method of resolution to the e-mail address specified in their User Account.
  5. User acknowledges his responsibility for the proper taxation of income derived from the trading of cryptoassets, if they are obliged to tax such income according to their tax residence. User is also obliged, if required by the laws of the country 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 assumes no responsibility for the fulfillment of such possible obligations of User.
  6. Operator provides services according to these Terms and Conditions to User free of charge, unless otherwise stated in these Terms and Conditions or other terms and conditions governing other services provided by Operator. However, Operator reserves the right to charge for services to User in the future, in which case the services will be charged by unilaterally amending these Terms and Conditions, in which case User has the right to terminate Loan Agreement in accordance with these Terms and Conditions.
  7. When using Website, User may be shown content or offers of third-party services, including links to third-party Websites and services.
  8. Operator does not control any such third-party content displayed by Users when using the services through Website. Operator assumes no responsibility for such third-party content displayed by User when using Services, including responsibility for the falsehood, incompleteness, errors, obscenity or offensiveness of such content or for otherwise defective third-party content according to the User's residence.

## **IX Limitation of Operator's Liability**

1. Operator is not responsible for any harm or damage caused to User as a result of the negligence of User or a third party or as a result of their intentional actions contrary to good morals, applicable laws, Terms and Conditions and Loan Agreement.
2. By entering into Loan Agreement, User declares that the User's contact information provided by them, which may be required from User by Operator (i.e. e.g. Electronic Wallet account, to which interest from Loan Agreement is to be credited) is correct and complete, and bears full responsibility for provision of accurate and true User data.
3. Operator is not expressly responsible for any harm or damage caused to User by providing incorrect identification data of User.
4. Furthermore, Operator is not responsible for any harm or damage incurred by User
  - a) as a result of legislative changes, including changes in the interpretation and application of currently valid legal regulations;

- b) as a result of decisions or measures taken by a court, public prosecutor's office, police authority or other public authorities and state administration and as a result of an outage of the Internet or the P2P network of Cryptocurrency;
- c) complete or partial unavailability or non-functionality of the Website;
- d) illegal misuse of Website;
- e) computer viruses;
- f) cyber attacks;
- g) other force majeure events beyond the Operator's control;
- h) by ending Cryptomėny exchange offer, or other services; and
- i) by interrupting the operation of Website by Operator or a third party (e.g. for the purpose of maintenance) or by terminating it.

## **X. Protection of personal data**

1. Operator processes the User's personal data in accordance with GDPR and other data protection regulations 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 way (e.g. by e-mail).
3. Further information on the processing of personal data is provided on Website in the Privacy Policy.

## **XI. Transitional and Final Provisions**

1. Operator reserves the right to modify the scope and conditions of the product and service offer at any time and in any way, even without prior notice to User. User acknowledges that such modifications may affect the nature of the product and service offering and undertakes not to claim compensation for any loss or damage in this regard.
2. In case of substantial or repeated minor violation of Terms and Conditions by User, Operator is entitled to limit the scope of services provided to User.
3. 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 provided services.
4. User acknowledges that in the framework of cryptoasset trading, Operator cooperates with public authorities and administrative authorities (e.g. National Bank of Greece, Hellenic Capital Market Commission, police authorities, etc.) and provides them with all necessary cooperation for the exercise of their authority and User undertakes to provide similar cooperation to Operator in this context.
5. Parties undertake to resolve any disputes arising between Parties primarily by mutual agreement and amicably. In the event that it is not possible to resolve the dispute amicably, the Greek courts will be competent to resolve the disputes.
6. All legal relationships 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 the contracting parties contains an international (foreign) element.
7. Parties expressly declare that the provisions of Terms and Conditions deviating from the provisions of generally binding legal regulations or excluding such provisions are agreed knowingly and in accordance with good morals, public order and while respecting all the rights and legitimate interests of Parties.
8. If any provision of Terms and Conditions is or becomes invalid or unenforceable, this will not affect the validity and enforceability of the remaining provisions. An invalid or unenforceable provision will be

replaced by a new, valid and enforceable provision, the wording of which best matches the intent expressed in the original provision and Terms and Conditions as a whole.

9. User declares that, before using Website and entering the offer, they have thoroughly read these Terms and Conditions, fully understand them and unreservedly agree with their content.
10. Part A of these Terms and Conditions shall become valid and effective as of 1st December 2024. Part A of these Terms and Conditions shall cease to be effective in its entirety and shall be replaced in its entirety by Part B of these Terms and Conditions below upon the cumulative fulfillment of two conditions: (i) Operator obtains a valid cryptoasset service provider license under MiCA regulation for the cryptoasset portfolio management service; and (ii) Operator notifies User of such fact.

## PART B.

### I. Definition

1. **"Terms and Conditions"** means these terms and conditions, which regulate in particular the Cryptoasset Management Agreement .
2. **"Operator"** means the company Probinex IKE, registration number 166576301000, registered office at Solonos 43, 10672 Athens, Greece.
3. **"User"** means a natural person over the age of 18 with full legal capacity, or a legal entity who is the recipient of any services provided by Operator through [www.earnio.com](http://www.earnio.com).
4. **"Fiat"** means an official currency issued by a central authority, such as the euro, the Czech crown or the US dollar.
5. **"Cryptocurrency"** means the USD Coin (USDC) electronic money token issued by Circle Internet Financial Europe SAS, with registered office at Rue de Marivaux 4, 75002 Paris, France, an electronic money institution authorized by the Bank of France. For the purposes of the Terms and Conditions, Cryptocurrency means only Cryptocurrency transferable on Binance Smart Chain. Cryptocurrency whitepaper is available here: <https://www.circle.com/en/legal/mica-usdc-whitepaper> .
6. **"cryptoasset"** means cryptoassets as defined in Art. 3(1)(5) of MiCA regulation.
7. **"Parties"** means Operator and User together.
8. **"Party"** means Operator or User individually.
9. **"Website"** means [www.earnio.com](http://www.earnio.com) , which is operated by Operator.
10. **"Electronic wallet"** means an electronic account (using a software interface) of a cryptoassets wallet located on Website, which enables, among other things, the handling of cryptoassets, i.e. the acquisition and transfer of selected cryptoassets (among other things also Cryptocurrency). Use of Electronic Wallet is subject to separate terms and conditions.
11. **"User Account"** means the interface accessible to User after registration on Website, specifically after User has provided an e-mail address and chosen a password for their User Account, through which Operator allows User to enter an order to conclude Cryptoasset Management Agreement .
12. **"Cryptoasset Management Agreement"** means the agreement between Operator and User governed by these Terms and Conditions, on the basis of which User provides Operator with Cryptocurrency in a specified amount for management and Operator undertakes to manage the entrusted Cryptocurrency with due diligence for the purpose of its appreciation on trading platforms for cryptoassets .
13. **"Share"** means the User's share of the cryptoasset management revenue paid to User who has entered into a Cryptoasset Management Agreement with Operator on a monthly basis, regardless of the Operator's portfolio management performance, subject to the terms and conditions set out below in these Terms and Conditions.
14. **"Pool"** means the amount of Cryptocurrency of the entire portfolio of all Users managed by Operator, the current amount of which as of the first day of each calendar month is contained in Report
15. **"Report"** means a report prepared by Grant Thornton (Cyprus) Limited or by another independent third party designated by Operator, which includes, among other things, the monthly result of the management of the cryptoasset portfolio by Operator. Report is the only authoritative source for determining the result of portfolio management by Operator. Operator publishes all Reports on Website in the "Reports" section.
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 on the repeal of Directive 95/46/EC (generally the Data Protection Regulation personal data).



17. **“AML”** means anti-money laundering, a policy implemented by individual countries to prevent the laundering of the proceeds of crime and the financing of terrorism. In Greece, the policy is primarily governed by Law 4557/30.07.2018, as amended.
18. **“MiCA regulation”** means Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on crypto-asset markets and amending Regulation (EU) No. 1093/2010 and (EU) No. 1095/2010 and Directives 2013/ 36/EU and (EU) 2019/1937.

## **II. Introductory Provisions**

1. All relationships resulting from Cryptoasset Management Agreement entered into between Operator and User are governed by these Terms and Conditions and the relevant legal regulations. Terms and Conditions are part of any contract concluded between the Parties within the framework of these Terms and Conditions, in particular Cryptoasset Management Agreement, and are binding for the entire duration of any contractual relationship between Parties arising from these Terms and Conditions, until such time as all obligations between Parties are settled. User undertakes to comply with these Terms and Conditions, which they agreed to when entering into Cryptoasset Management Agreement on Website.
2. Operator reserves right to change these Terms and Conditions at any time. Operator shall inform User via the e-mail address provided in User Account that a new version of the Terms and Conditions is in effect. In the event that User does not agree to the amended Terms and Conditions, User is entitled to terminate any contract concluded under these Terms and Conditions that has not yet expired by notifying Operator to its e-mail address within 15 days of notification of such change. If User does not terminate the contract, it shall be deemed to have accepted the changes.
3. Users who entered into a contractual relationship with Operator on the basis of earlier Terms and Conditions (Part A.), valid before the date of entry into force of these Terms and Conditions (Part B.), shall be considered as Users under these Terms and Conditions. At the same time, the performance received by Operator from Users on the basis of Terms and Conditions entered into in the version of Part A. of these Terms and Conditions shall be regarded as the performance provided under Article V of these Terms and Conditions as amended in accordance with Part B., from the beginning. It is thus conclusively established between Parties that upon the entry into force of Part B of these Terms and Conditions, the subject of the loan has once again become the property of User and in the Operator's possession. All mutual rights under the loan granted under Part A of these Terms and Conditions shall thus be deemed to be settled between Parties upon the effectiveness of Part B of these Terms and Conditions.

## **III. Risks associated with cryptoassets**

1. Operator is a provider of services related to cryptoassets according to MiCA regulation and is subject to the supervision of the Hellenic Commission for Capital Markets.
2. User acknowledges that relations regarding cryptoassets are governed, among others, by MiCA regulation, which entered into force on 30.12.2024, while the interpretation of applicable legal norms may change in the future, and User undertakes to fully comply with these changes, as well as related amendments of these Terms and Conditions.
3. User is fully aware of all the risks associated with the manipulation, nature and holding of cryptoassets , and in particular takes into account the risk of fluctuations in the price and value of cryptoassets and the related possibility of significant profits and losses when investing with them, even in a short time interval. At the same time, User takes into account that cryptoassets can completely lose their value.
4. User acknowledges that cryptoassets may not be liquid, that cryptoassets are not subject to investor compensation systems according to Directive 97/9/EC and that cryptoassets are not subject to deposit insurance systems according to Directive 2014/49/EU.

5. Operator is not responsible for fluctuations in the price and value of Cryptocurrency, for the reduction or loss of credibility, anonymity or other positively evaluated attribute of Cryptocurrency, or for changes in legislation in the field of Cryptocurrency trading. At the same time, the Operator bears no responsibility for any changes in the blockchain of any cryptoassets, including for the interruption or termination of the functioning of the blockchain, withdrawal of cryptoassets from circulation in the given blockchain.
6. User declares that, before entering into a contractual relationship with Operator, they have responsibly considered their abilities and knowledge to assess all the risks associated with Loan Agreement described in these Terms and Conditions, as well as his property, financial and investment options, and voluntarily and fully accepts these risks.
7. User acknowledges that after crediting or sending Cryptocurrency to or from Electronic Wallet account designated by User or Operator, such Cryptocurrency transaction becomes irreversible and therefore final..

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

1. User who intends to enter into any contractual relationship with Operator shall create User Account on Website.
2. Operator is considered an obligated person under the Greek AML laws, and is therefore obliged to carry out the identification and verification of User. User may enter into a contractual relationship with Operator only after they have been identified and verified by Operator and have completed the Earnio questionnaire available on Website within User Account. Operator may also conduct an enhanced due diligence of User if the legal conditions or the conditions outlined in the internal risk assessment are met. User is obliged to cooperate with Operator in the identification, verification and due diligence of User, failure to do so may result in the denial of the User's ability to enter into any offered contract or the termination of existing contracts.
3. Detailed information on the identification, verification and due diligence process can be found in a separate document available on Website.
4. User is responsible for ensuring that all information provided by User is complete, correct, accurate and truthful. User undertakes to keep his personal data up to date and to inform Operator of any change in his personal data.

#### **Cryptoasset Management Agreement**

1. User may enter into Cryptoasset Management Agreement with Operator on Website through User Account. Based on Cryptoasset Management Agreement, User entrusts Operator with a set amount of Cryptocurrency for management, and Operator undertakes to make all possible efforts leading to the appreciation of the managed Cryptocurrency by trading on trading platforms for cryptoassets.
2. To initiate Cryptoasset Management Agreement, User completes and submits an offer form specifying the amount of Cryptocurrency to be managed by Operator. The possibility to submit the offer form may be subject to the delivery of the required documents for the identification, verification and/or due diligence of User. By sending the offer form, an offer is made to Operator to enter into Cryptoasset Management Agreement. User also has the option to indicate in the offer form whether User intends to receive Share, if they become entitled to this Share, directly to their Electronic Wallet, or intends to enter into a new Cryptoasset Management Agreement (see paragraph 8 of this Article of these Terms and Conditions).
3. Cryptoasset Management Agreement is entered into at the moment of acceptance of the offer to enter into Cryptoasset Management Agreement by Operator.
4. Cryptoasset Management Agreement shall be concluded for a fixed period of time from the moment of acceptance of the offer to enter into Cryptoasset Management Agreement until the last day of the month

of the following calendar year, coinciding with the month in which Cryptoasset Management Agreement was entered into.

5. User acknowledges that Operator is not obliged to accept the User's offer to enter into Cryptoasset Management Agreement. In the event that Operator rejects the offer or does not respond to it at all, Cryptoasset Management Agreement has not been entered into.
6. In case Operator already received Cryptocurrency offered for management but Cryptoasset Management Agreement has not been concluded in accordance with these Terms and Conditions, Operator is obliged to return Cryptocurrency within seven days of its receipt to User's Electronic Wallet from which Cryptocurrency was originally sent.
7. User acknowledges and agrees that the management of Cryptocurrency within the meaning of Cryptocurrency Management Agreement is carried out through algorithmic trading of Cryptocurrency on selected trading platforms for cryptoassets. Given that the results of this trading are dependent on the situation on the financial markets, User acknowledges that the trading result may not always be positive and accepts this risk by concluding Cryptoasset Management Agreement. Operator reports trading results for individual calendar months in Reports.
8. User is entitled to Share for each month of the duration of Cryptoasset Management Agreement, unless otherwise stated in these Terms and Conditions. The share is 1% p.m., in words one percent per month, of the current amount of entrusted Cryptocurrency, unless Parties agree otherwise.
9. Through Website, User may inform Operator of the intention to enter into Cryptoasset Management Agreement in the future, so that the subject of this future Cryptoasset Management Agreement will be Cryptocurrency, which User is entitled to receive as Share, or part of it. This future Cryptoasset Management Agreement is concluded on the date of acceptance of the offer to conclude this future Cryptoasset Management Agreement by Operator and is otherwise governed by these Terms and Conditions. Cryptoasset Management Agreement concluded pursuant to this paragraph of this Article of these Terms and Conditions cannot be concluded if User is not a subscriber to Wallet Premium feature, which is governed by separate terms and conditions.
10. In the event that Cryptoasset Management Agreement terminates prematurely, User shall not be entitled to Share for the months during which the notice period was in effect or the withdrawal took effect.
11. User acknowledges that in the event that a condition of termination of Cryptoasset Management Agreement occurs in accordance with Article VI(1) of Terms and Conditions, User shall bear the loss for that calendar month, but only up to 25%. Thus, the value of the User's portfolio in Cryptocurrency shall be reduced by 25 % in the month in which the condition under Article VI(1) of Terms and Conditions occurs, regardless of the actual amount of the loss as per the Report.

## **VI. Termination of Cryptoasset Management Agreements**

1. Operator reserves the right to terminate Cryptoasset Management Agreement if there is any indication that the amount of Cryptocurrency in Pool for the period from the first day of the calendar month to the last day of the calendar month will decrease by at least 25 %. In such case, the notice period is 1 month. By the end of the notice period, Operator must provide User with Report confirming the actual loss for the month in which the notice was given by Operator. If Operator fails to submit Report to User or if Report indicates that the loss of the amount of Cryptocurrency in Pool for the month was less than 25 %, the notice given is invalid. Operator expressly states, and User hereby acknowledges, that the fair market value of Cryptocurrency is not determinative for purposes of assessing compliance with the conditions set forth herein. The condition always refers only to the amount of Cryptocurrency in Pool.
2. User is not entitled to terminate Cryptoasset Management Agreement before the expiry of the term of the Cryptoasset Management Agreement as set out in Article V(4) of Terms and Conditions.

3. Managed Cryptocurrency and Share for the last calendar month of Cryptoasset Management Agreement shall be due no later than 30 days after the end of Cryptoasset Management Agreement and shall be transferred to User's Electronic Wallet. User is not entitled to claim any other cryptoassets or other value, in particular not Fiat Currency, upon termination of Cryptoasset Management Agreement.
4. Operator reserves the right to return the value of Cryptocurrency to User in a different cryptoasset than cryptoasset which was originally provided for the management. At the time the amount of cryptoasset corresponding to the value of originally provided Cryptocurrency is transferred to Electronic Wallet designated by User, the Operator's obligation to return the managed cryptoasset is fulfilled, Cryptoasset Management Agreement is settled and User is not entitled to returning the value in the original Cryptocurrency or any alternative form of consideration.
5. Operator may at any time withdraw from any contract concluded on the basis of these Terms and Conditions
  - a) due to the inability to fulfill 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) in case of suspicion of money laundering and financing of terrorism within the meaning of legal regulations against money laundering or committing other illegal activities;
  - c) as a result of sudden changes in circumstances consisting of fluctuations in the exchange rate;
  - d) due to reckless, unnecessarily burdensome or obstructive behavior of User (e.g. repeated submission of requests and delays in fulfilling orders, etc.);
6. User declares that they understand and agrees that Operator reserves the exclusive right to immediately suspend the provision of services or to terminate any contract 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 valid and effective in Greece, or if User is suspected of participating in illegal activities or activities incompatible with the Operator's policies.

## **VII. Other provisions**

1. Due to the nature of the business relationship in the field of cryptoassets, none of the contracts entered into based on these Terms and Conditions will be in written form, with the exception of these Terms and Conditions.
2. In the event that User concludes multiple Cryptoasset Management Agreements in accordance with Article V of these Terms and Conditions, each Cryptoasset Management Agreement will be considered to be separate agreements.
3. User is obliged to provide Operator with all cooperation that Operator requests or is necessary for the activities to which Operator is committed by any contract concluded on the basis of these Terms and Conditions.
4. Parties agree to communicate via Website or e-mail. For these purposes, the e-mail address of Operator at which User can contact Operator is [support@earnio.com](mailto:support@earnio.com) and the e-mail address of User designated for communication will be the e-mail address of User that he entered when registering for User Account or that they later entered as e-mail intended for communication in User Account. Parties agree that any e-mail is deemed to have been delivered to the other party on the day following the day the e-mail is sent.

## **VIII. Other rights and obligations of the contracting parties**

1. User is obliged to comply with generally binding legal obligations and these Terms and Conditions and to respect the rights of third parties. In particular, User undertakes not to
  - a) use Website in a way that may cause damage to Operator and third parties;
  - b) change the content of Website, interfere with it in any way, threaten or disrupt its operation;

- c) use programs, equipment or other mechanisms and procedures that could adversely affect the operation of Website;
  - d) unauthorizedly obtain personal data of other Users of Operator or facts that are the subject of the Operator's trade secrets; and
  - e) use an unsecured e-mail or disclose your account password to any third party.
2. User shall be liable for any injury or damage caused by its acts or omissions in violation of good morals, binding legal regulations, these Terms and Conditions and Cryptoasset Management Agreement.
  3. Operator is not responsible for damage caused to User or any third party as a result of the User's violation of these Terms and Conditions.
  4. User has the right to:
    - a) contact the Operator's client support at any time via the e-mail address [support@earnio.com](mailto:support@earnio.com), which will provide them with the necessary information, instructions and recommendations and provide additional assistance necessary for using the Operator's services,
    - b) contact Operator via the e-mail address [support@earnio.com](mailto:support@earnio.com) with any complaints about the processing of offers, which Operator will resolve within a reasonable period of time, and send User a message about the method of resolution to the e-mail address specified in their User Account.
  5. User acknowledges their responsibility for the proper taxation of income derived from the trading of cryptoassets, if they are obliged to tax such income according to their tax residence. User is also obliged, if required by the laws of the country 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 assumes no responsibility for the fulfillment of such possible obligations of User.
  6. Operator provides services according to these Terms and Conditions to User free of charge, unless otherwise stated in these Terms and Conditions or other terms and conditions governing other services provided by Operator. However, Operator reserves the right to charge for services to User in the future, in which case the services will be charged by unilaterally changing these Terms and Conditions, in which case User has the right to terminate Cryptoasset Management Agreement in accordance with these Terms and Conditions.
  7. When using Website, User may be shown content or offers of third-party services, including links to third-party Websites and services.
  8. Operator does not control any such third-party content displayed by Users when using the services through Website. Operator assumes no responsibility for such third-party content displayed by User when using the Services, including responsibility for the falsehood, incompleteness, errors, obscenity or offensiveness of such content or for otherwise defective third-party content according to the User's residence.

## **IX. Limitation of Operator's Liability**

1. Operator is not responsible for any harm or damage caused to User as a result of the negligence of User or a third party or as a result of their intentional actions contrary to good morals, valid legal regulations, the Terms and Conditions and the Cryptasset Management Agreement.
2. By concluding Cryptasset Management Agreement, User declares that the User's contact information provided by User, which may be required of User by Operator (i.e. e.g. Electronic Wallet account, to which Share from Cryptoasset Management Agreement is to be credited) is correct and complete and bears full responsibility for providing accurate and true User data.
3. Operator is not expressly responsible for any harm or damage caused to User by providing incorrect identification data of User.
4. Furthermore, Operator is not responsible for any harm or damage caused to User

- j) as a result of legislative changes, including changes in the interpretation and application of currently valid legal regulations;
- k) as a result of decisions or measures taken by a court, public prosecutor's office, police authority or other public authorities and state administration and as a result of an outage of the Internet or the P2P network of Cryptocurrency;
- l) complete or partial unavailability or non-functionality of Website;
- m) illegal misuse of Website;
- n) computer viruses;
- o) cyber attacks;
- p) other force majeure events beyond the Operator's control;
- q) by ending Cryptocurrency exchange offer, or other services; and
- r) by interrupting the operation of Website by Operator or a third party (e.g. for the purpose of maintenance) or by terminating it.

## **X. Protection of personal data**

1. Operator processes the User's personal data in accordance with GDPR and other data protection regulations while respecting the principles of legality, correctness, transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity and confidentiality.
2. User acknowledges that he is 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 way (e.g. by e-mail).
3. Further information on the processing of personal data is provided on Website in the Privacy Policy.

## **XI. Transitional and Final Provisions**

1. Operator reserves the right to modify the scope and conditions of the product and service offer at any time and in any way, even without prior notice to User. User acknowledges that such modifications may affect the nature of the product and service offering and undertakes not to claim compensation for any loss or damage in this regard.
2. In case of substantial or repeated minor violation of Terms and Conditions by User, Operator is entitled to limit the scope of services provided to User.
3. In the event of a serious or repeated material violation of the Terms by the User, Operator is entitled to deny User access to the provided services.
4. User acknowledges that in the framework of cryptoasset trading, Operator cooperates with public authorities and administrative authorities (e.g. National Bank of Greece, Hellenic Capital Market Commission, police authorities, etc.) and provides them with all necessary cooperation for the exercise of their authority and User undertakes to provide similar cooperation to Operator in this context.
5. Parties undertake to resolve any disputes arising between Parties primarily by mutual agreement and amicably. In the event that it is not possible to resolve the dispute amicably, the Greek courts will be competent to resolve the disputes.
6. All legal relationships 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 the contracting parties contains an international (foreign) element.
7. Parties expressly declare that the provisions of the Terms and Conditions deviating from the provisions of generally binding legal regulations or excluding such provisions are agreed knowingly and in accordance with good morals, public order and while respecting all the rights and legitimate interests of Parties.

8. If any provision of the Terms and Conditions is or becomes invalid or unenforceable, this will not affect the validity and enforceability of the remaining provisions. An invalid or unenforceable provision will be replaced by a new, valid and enforceable provision, the wording of which best matches the intent expressed in the original provision and Terms and Conditions as a whole.
9. User declares that, before using Website and entering the offer, he has thoroughly read these Terms and Conditions, fully understands them and unreservedly agrees with their content.
10. These Terms and Conditions shall come into force on the date of execution of Terms and Conditions to the extent of Part A. of Terms and Conditions and shall come into force on the date of the announcement of their effectiveness (see Part A, Article XI.10 of these Terms and Conditions).