

TERMS AND CONDITIONS

Earnio+ PROGRAMME

company

Probinex SMPC

registration number 166576301000

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

I. Definitions

1. **"Terms and Conditions"** means these Terms and Conditions, which govern the conditions of participation of User in Earnio+ Programme, which constitutes of rights and obligations of Earnio and User inter alia under the Framework Exchange Agreement and Individual Exchange Agreement, which these Terms and Conditions form an integral part of.
2. **"Earnio"** means Probinex SMPC, registration number 166576301000, With its registered office at 43 Solonos Street, 10672 Athens, Greece.
3. **"User"** means a natural person who has reached the age of 18 and is fully capable of exercising his/her legal capacity, or a legal person who is a subscriber and/or recipient of any service provided by Earnio through the website www.earnio.com
4. **"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, the USDC stablecoin (USDC), Bitcoin (BTC) and the Binance Coin (BNB Coin) shall be deemed to be Cryptocurrency.
5. **"BTC"** means a Cryptocurrency Bitcoin.
6. **"USDC"** means a Cryptocurrency USD Coin, a stablecoin pegged to the American dollar (USD).
7. **"BNB Coin"** means Cryptocurrency transacted through the BSC Blockchain.
8. **"Parties"** means User and Earnio collectively.
9. **"Party"** means either User or Earnio individually.
10. **"Earnio+ Programme"** means the set of contractual relations between Earnio and User under these Terms and Conditions, in particular the set of relations consisting of the Framework Exchange Agreement and Individual Exchange Agreement.
11. **"Framework Exchange Agreement"** or **"FEA"** means the framework exchange agreement entered into between User on one side and Earnio on the other side that sets general rights and obligations between Parties under which they shall enter into Individual Exchange Agreement and essential conditions of each Individual Exchange Agreement.
12. **"Individual Exchange Agreement"** or **"IEA"** means exchange agreement entered into by User and Earnio, of which subject matter shall be an exchange of User's Cryptocurrency for Earnio's Cryptocurrency via Website. The specific terms of execution and performance under Individual Exchange Agreement are subject to the provisions of Article VI hereof.
13. **"Electronic Wallet"** means an electronic account (using a software interface) of a crypto-asset wallet, which enables, inter alia, the disposal of the USDC, BTC, and BNB Coin, i.e. the acquisition and transfer of all of these Cryptocurrencies.
14. **"Loan agreement"** means a contract entered into by User and Earnio, governed by the separate terms and conditions different from these Terms and Conditions, within which User lends a specified amount of Cryptocurrency to Earnio and within which Earnio undertakes to pay monthly interest and eventually pay off the principal to User.
15. **"Website"** means the website owned by Earnio, and located under the domain <https://earnio.com>, which has the character of a copyright work and database and all property rights to it are exercised by Earnio; however, the content of Website may not be stored, modified, copied, distributed, or other proprietary rights may not be exercised unless such action has been granted by Earnio in writing in advance. Through Website, User may register in Earnio's system, create User Account, enter into Framework Exchange

Agreement and/or Individual Exchange Agreement in accordance with these Terms and Conditions eventually use third party services.

16. **"User Account"** means the 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 Earnio enables User to enter into Framework Exchange Agreement or Individual Exchange Agreement.
17. **"Wallet Premium"** means a service provided by Earnio as an additional service to a common Electronic wallet service (governed by separate terms and conditions), by subscribing to which User agrees Earnio can process certain transactions automatically without orders placed by User.
18. **"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 by Law 4734/08.10.2020.
19. **"GDPR"** means Regulation (EU) 679/2016 of the European Parliament and of the Council of 27th 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), effective from 25th May 2018.

II. Introductory provisions

1. Terms and Conditions are an integral part of Framework Exchange Agreement and/or Individual Exchange Agreement, where it applies, and are binding on Parties for the entire duration of the contractual relationship until the full settlement of all obligations and claims arising between Earnio and User.
2. Earnio reserves the right to change or amend the wording of Terms and Conditions, primarily due to changes in legislation, market and economic conditions in the field of trading with Cryptocurrency, in order to enable the proper functioning of Website or the proper provision of services by Earnio. Amendments and supplements to Terms and Conditions become valid and effective upon their publication on Website and are binding on Parties from that moment. Earnio is obliged to notify User of changes to these Terms and Conditions electronically to the e-mail address provided by User in User Account, while User is given a period of 15, in words, fifteen, days to reject the change to these Terms and Conditions and to terminate the obligation provided for by these Terms and Conditions, if this is possible in view of the nature of the contractual relationship between User and Earnio, also by e-mail, provided that the obligation provided for by these Terms and Conditions continues to exist at the time of the change.

III. Risks connected to the Cryptocurrencies

1. Cryptocurrencies are not a legal currency in Greece, as they are not regulated by the legislation governing payment services, and trading with Cryptocurrency is therefore not subject to authorisation, regulation or supervision by the Central bank of Greece or any other authority.
2. User acknowledges that the current legal regulation of cryptocurrencies 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 cryptocurrencies, 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 on its investments, even within a short time interval.
4. Earnio 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 Earnio, they have responsibly considered their abilities to assess all risks associated with cryptocurrencies and FEA and/or IEA 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 an Electronic wallet account specified by User by Earnio or vice versa, such Cryptocurrency transaction becomes non-refundable and therefore final.

IV. Obligations of Earnio under the AMLZ

1. User who intends to enter into Framework Exchange Agreement and/or Individual Exchange Agreement with Earnio registers on the website.
2. Earnio is an obliged entity in the sense of Greek AML laws therefore it is obliged to conduct an identification, verification and due diligence procedure. User can enter into a contractual relationship with Earnio only after they are identified, verified and meet a due diligence process by Earnio and fill in the Earnio Questionnaire available on the website in User account. Earnio may also conduct a deeper check of User if legal conditions or conditions set in the internal risk assessment are met. User is obliged to cooperate with Earnio on identification, verification, due diligence and check of User, otherwise, Earnio is entitled to deny User to conclude any of 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 the 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. Terms of Framework Exchange Agreement

1. By registering User Account and agreeing with these Terms and Conditions of Earnio+ programme, User and Earnio enter into Framework Exchange Agreement via Website.
2. Subject matter of FEA is the option of User to accept periodically submitted offer of Earnio addressed to User to exchange Earnio's USDC or BTC for User's BNB, whether the offer is made from Earnio's side and User is the owner of BNB Coins at the moment User is enabled to submit acceptance of Earnio's offer, or not.
3. To enter into IEA, User must meet the following conditions:
 - **User must be a contractual party to Loan agreement; and**
 - **User has to have principal under Loan agreement already provided to Earnio; and**
 - **User has to be the owner of the respective amount of BNB Coins corresponding to the amount of BNB Coins required by Earnio in exchange for its USDC or BTC; and**
 - **Earnio has to make an offer to User to exchange Earnio's USDC or BTC for User's BNB Coins; and**
 - **User has to demonstrably accept Earnio's offer to enter into the respective IEA within a given time limit and under conditions set in Earnio's offer (and these Terms and Conditions).**
4. Parties hereby agreed every IEA shall have the following frame conditions:
 - **The subject matter of IEA shall be an exchange of User's BNB Coins for Earnio's USDC or BTC according to the offer and under conditions made by Earnio towards User, which User demonstrably accepted; and**
 - **Exchange rate for 1 BNB Coin shall be 1 000 000 USDC or 50 BTC;**
 - **In view of the nature of the business relationship in the crypto-asset area, the IEA will not be in writing.**
5. User is obliged to provide Earnio with all assistance requested by Earnio or necessary for the activities to which Earnio has obliged itself by FEA and/or IEA.

VI. Specific terms of Individual Exchange Agreement

1. According to the express agreement of User and Earnio, each IEA will be concluded between User and Earnio via User account on Website according to the following terms and conditions:
 - a) **Earnio may offer once a month a specific amount of USDC or BTC to User in exchange for their BNB Coins, Earnio will offer USDC or BTC via Website;**
 - b) **In the offer, Earnio will specify the amount of USDC or BTC it offers for exchange to User and quantity of BNB Coins it demands from User in exchange for USDC or BTC, applying the exchange rate specified in art. V(4) of these Terms and Conditions;**

- c) IEA is entered into by Parties by acceptance of Earnio's offer from User's side via User account on Website; crediting the demanded amount of BNB Coins from User's Electronic wallet to Earnio's Electronic wallet is deemed to be the acceptance of the offer;
 - d) After accepting Earnio's offer, IEA is entered into and both Parties are obliged to transfer the agreed amount of the respective Cryptocurrency to the Electronic Wallet of the other Party. Earnio reserves the right not to send the agreed amount of USDC or BTC to User's Electronic Wallet before the agreed amount of User's BNB Coins is transferred to Earnio's Electronic Wallet;
 - e) User is obliged to transfer the agreed number of BNB to Earnio's Electronic Wallet within ten days after concluding the IEA, Earnio is obliged to transfer the agreed number of USDC or BTC within ten days after User's BNB has been credited to Earnio's Electronic Wallet;
 - f) At the moment when User's BNB Coins are transferred to Earnio's Electronic Wallet, the transferred BNB Coins become the property of Earnio; at the moment when Earnio's USDC or BTC are transferred to User's Electronic Wallet, the transferred USDC or BTC become User's property;
 - g) By transferring respective cryptocurrencies to the respective Electronic wallets in accordance with the FEA and IEA, IEA is fulfilled;
 - h) Considering the virtual (on-line) nature of the business relationships in the crypto-asset area, IEA will not be in writing (only consisting of these Terms and Conditions);
2. The option to receive the offer may be subject to the delivery of requested documents for identification, verification and/or due diligence of User in accordance with Earnio's AML Policy.
 3. User is obliged to provide Earnio with all assistance requested by Earnio or necessary for the activities to which Earnio has committed itself by IEA.
 4. Due to the characteristics and the nature of business relations in the field of crypto-assets handling, User acknowledges that by providing performance under IEA, the transaction is already irreversible and User is not entitled to terminate or withdraw from IEA.
 5. If User is recipient of Wallet Premium service (governed by separate terms and conditions) via Electronic wallet interface, processes within fulfilment of IEA (specifically User's obligations under IEA) set in Art. VI(1) (e) shall be performed automatically without active participation of User.

VII. Amending Loan agreement in connection with Earnio+ Programme

1. Before IEA is entered into, User may decide that whole or part of Cryptocurrency, to which he becomes entitled to receive in exchange for their BNB Coins (see conditions of IEA set in Art. VI of these Terms and Conditions) shall become part of principal provided under Loan agreement and therefore up to this chosen amount of Cryptocurrency, Loan agreement shall be amended under conditions set in separate terms and conditions of Loan agreement. In User Account, User sets up the share of Cryptocurrency they intend to increase the principal of loan under Loan agreement of.
2. If User sets up the share to increase the principal of the loan under terms and conditions of Loan agreement, the Parties enter into IEA as described in the previous article. User undertakes to transfer the agreed amount of BNB Coins to Earnio's Electronic Wallet. Earnio shall send all of its counter-fulfilment to User's Electronic Wallet and by executing Wallet Premium feature of User's Electronic Wallet, executes order to credit chosen share of Cryptocurrency to Earnio's Electronic Wallet, increasing the principal of the loan under Loan agreement. User acknowledges and agrees amending Loan agreement in connection with Earnio+ Programme shall not be possible if User doesn't subscribe to Wallet Premium feature of their Electronic wallet.

VIII. Termination of FEA

1. FEA is concluded for an indefinite period of time and can be terminated by either Party with three months notice period. The notice period starts on the first day of the month following the month when the termination notice has been delivered to the other Party.

2. FEA shall cease to exist together with Loan Agreement. If User is a party to more Loan agreements with Earnio, FEA is deemed terminated on the day the last Loan agreement between Earnio and User ceases to exist.
3. Earnio may withdraw from FEA at any time and from IEA before both Parties fulfilled their obligations arising from IEA, in particular:
 - 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 AML laws in conjunction with Article IV of Terms and Conditions;
 - c) due to sudden changes in circumstances consisting in 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. In the event of withdrawal from FEA or IEA, the withdrawn agreement shall be deemed to cease to exist ex tunc.
5. Parties expressly agree that for the purposes of termination (either notice or withdrawal) of FEA or IEA pursuant to this Article of these Terms and Conditions, termination notice or notice of withdrawal from the FEA or IEA must be delivered in writing to the other Party at the contact e-mail address whence the message shall be deemed to have been delivered on the next day following the day the e-mail had been sent.

IX. Other rights and obligations of Parties

1. When using Website, User is obliged to comply with generally binding legal regulations and Terms and Conditions, as well as to respect the rights of Earnio and third parties. In particular, User undertakes not to:
 - a) use Website in a manner that may cause damage to Earnio, other Users and/or third parties;
 - b) alter the content of Website, interfere with it in any way, endanger and/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 Earnio or facts that are the subject of Earnio's trade secrets; and
 - e) use unsecured e-mail or disclose User's account password to any third party.
2. User shall be liable for any damage resulting from its acts or omissions contrary to good morals, binding legal regulations, Terms and Conditions and FEA and/or IEA.
3. User is entitled to:
 - a) contact Earnio's client support at any time via e-mail address 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 Earnio's services;
 - b) to contact Earnio via the e-mail address support@earnio.com with any complaints regarding the processing of offers, which Earnio 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.

X. Limitation of Earnio's liability

1. Earnio shall not be liable for any damage caused to User as a result of the negligence of User or a third party or as a result of their deliberate actions contrary to good morals, applicable laws, Terms and Conditions and FEA or IEA.
2. By entering into FEA or IEA, User declares that User's contact details provided by them, which may be required by Earnio (e.g. Electronic Wallet account to which the fulfilment under IEA is to be credited) are correct and complete and User is fully responsible for providing Earnio with accurate and true details.
3. Earnio is expressly not liable for any damage caused to User by providing incorrect User identification data.
4. Furthermore, Earnio shall not be liable for any damage caused to User
 - a) as a result of legislative changes, including changes in the interpretation and application of existing legislation;

- b) as a result of a decision or action of a court, prosecutor, police authority or other public authorities and state administration and as a result of an outage of the Internet or P2P networks of Cryptocurrency;
- c) total or partial unavailability or non-functionality of Website;
- d) unlawful misuse of the Website;
- e) computer viruses;
- f) cyber attacks;
- g) other force majeure events beyond Earnio's control;
- h) termination of Cryptocurrency exchange offer or other services, as applicable; and
- i) interruption of Website operation by Earnio or a third party (e.g. for maintenance purposes) or its termination.

XI. Personal data protection

1. Earnio 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 Earnio 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 the personal data is provided on the Website in Privacy Policy.

XII. Final provisions

1. Earnio 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, Earnio is entitled to limit the scope of performance provided to User.
3. In the event of a serious or repeated material violation of Terms and Conditions by User, Earnio is entitled to deny User access to the services provided.
4. User acknowledges that within the framework of trading with Cryptocurrency, Earnio cooperates with public authorities and administration bodies (e.g. the National 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 Earnio.
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 Greece shall have jurisdiction to settle disputes.
6. 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.
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 accepting an offer from Earnio, 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 October 2022.