TERMS AND CONDITIONS

EARNIO WALLET

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 govern the rights and obligations while providing a service of Electronic wallet and Wallet Premium by Earnio.
2. "**Earnio**" 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 Services provided by Earnio via www.earnio.com.
4. "**Fiat**" means an official currency issued by a central authority, for purpose of these Terms and Conditions, for purpose of these Terms and Conditions, Fiat means especially Czech crown (CZK), American dollar (USD), Euro (EUR)
5. "**Cryptocurrency**" means an electronically stored unit, whether or not it has an issuer, and which is not money but is accepted as payment for goods or services by a person other than its issuer; for the purposes of these Terms and Conditions, Cryptocurrency means USD Coin (USDC), Bitcoin (BTC) and BNB Coin (BNB).
6. "**USDC**" means cryptocurrency USD Coin, a stablecoin pegged to the American dollar (USD)
7. "**BTC**" means cryptocurrency Bitcoin.
8. "**BNB**" means cryptocurrency BNB Coin transacted through the BSC Blockchain.
9. "**Party**" means either Earnio or User individually.
10. "**Parties**" mean collectively Earnio and User.
11. "**Website**" means www.earnio.com which is operated by Earnio.
12. "**Electronic wallet**" means web application - an electronic account (using a software interface) of a cryptocurrency wallet located on Website which enables, inter alia, the disposal of Cryptocurrencies, i.e. the acquisition and transfer of selected cryptocurrencies.
13. "**External electronic wallet**" means Electronic wallet that is not provided by Earnio.
14. "**User account**" means an interface accessible to User after registration via Website, namely after User has provided an e-mail address and chose a password for User account, through which Earnio enables User to access Electronic wallet
15. "**Wallet Premium**" means a service provided by Earnio as an additional service to a common Electronic wallet, by subscribing to which User agrees Earnio can process certain transactions automatically without orders placed by User.
16. "**Service agreement**" means a contract between Earnio and User governed by these Terms and Conditions on the basis of which Earnio provides User with Electronic wallet to store and transfer cryptocurrencies.
17. "**Services**" mean one or more functions provided to User by Earnio through Website in the form of a mobile, desktop, or online application which include, but are not limited to use of Electronic wallet and

the option to enter into agreements and contracts with Earnio as specified in these Terms and Conditions.

18. "**Transaction network**" means a decentralized application the operation and processing of which is not under the control of Earnio or another separate entity.

19. "**Public key**" means an alphanumeric code stored on Website and representing an address of Electronic wallet.

20. "**Private key**" means an alphanumeric code generated by Website and stored on Website (using encryption) which serves as a unique access code for entering orders (to transfer cryptocurrencies located at Public key belonging to User or to another Public key that may or may not be under the control of User) in Transaction networks. Private key, therefore, serves as a unique authorization code for performing transactions with cryptoassets, and when entering an order to send cryptoassets from a Public key, User enters an order to send cryptoassets through Private key to Transaction network using Website. For security reasons, User's Private key is not commonly available on Website interface or User account. This way, User account (as well as the balance of User's Public keys) is maximally secured since knowledge of Private key will enable any person to dispose of User's cryptoassets stored in User's Public keys as described in this paragraph.

21. "**Earnio+ Programme**" means the set of contractual relations concluded between Earnio and User under different terms and conditions. Earnio+ Programme is part of Services.

22. "**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).

23. "**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.

II.   Introductory provisions

1. Terms and Conditions are an integral part of Service agreement and/or Wallet Premium 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 the 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 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 cryptoassets

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 has responsibly considered their abilities to assess all risks associated with cryptocurrencies and Service agreement and/or Wallet Premium 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. User's registration and AML verification

1. User who intends to enter into any contractual relationship provided by Earnio must register on Website. A person willing to register User account must provide their e-mail address and choose a sufficiently strong password. After entering the e-mail in the registration form and confirming the registration form, User account is created. Simultaneously, Earnio will send a verification e-mail to User's e-mail address which User entered in the registration form. User must verify their e-mail address by clicking on the verification link in the verification e-mail to be able to log into their User account. After clicking on the verification link, the User's e-mail is verified and User is redirected to Website's login page where they can log into their User account.

2. Earnio may restrict creating or accessing User account or using User account in full, especially if creating, accessing or using User account in full by User violates effective laws governing Earnio's activities or if creating, accessing or using User account in full incurs increased administrative, personal, monetary or other costs to Earnio.

3. Before being able to conduct any transactions with Cryptocurrency, User must undergo an identification and verification process in the sense of AML laws as stated in the following paragraphs of this article of these Terms and Conditions.

4. Earnio 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 Earnio only after they are identified and verified by Earnio and fills in the Earnio Questionnaire available on Website in User account. Earnio may also conduct a deeper due diligence of User if legal conditions or conditions set in internal risk assessment are met. User is obliged to cooperate with Earnio on identification, verification and check of User, otherwise, Earnio is entitled to deny User to conclude any of offered agreements or terminate already existing ones.

5. Detailed information on the process of identification, verification and due diligence may be covered in a separate document available on Website.

6. 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. Electronic wallet

1. Earnio will automatically create Electronic wallet for User upon registration on Website and it will be available there. At the moment of finishing the registration, Service agreement between Earnio and User is concluded.

2. User is entitled to send Cryptocurrency from their External electronic wallet to their Electronic wallet on Website and vice versa. Transactions from and to External electronic wallet whose owner is not User may be rejected.

3. User is in full control of their Electronic wallet. Earnio or any other entity will not hold or take control of Cryptocurrency stored in Electronic wallet or of Electronic wallet itself unless expressly agreed upon between Earnio and User.

4. When registering User account associated with Electronic wallet via Website, User is obliged to follow the instructions given to them on Website, and in the interest of proper provision of Services by Earnio to User, User is not entitled to deviate from these instructions.

5. Electronic wallet supports the use of Services associated exclusively with Cryptocurrencies and the execution of transactions with them.

6. Other cryptoassets than Cryptocurrencies cannot be sent to User's Electronic wallet and User is expressly forbidden to send other cryptoassets than Cryptocurrencies to Electronic wallet. In case User tries to send other cryptoassets than Cryptocurrencies to his Electronic wallet, Earnio may reject to process the transaction. In case any of the not supported cryptoassets will be transferred, User bears all the costs associated with transferring Cryptocurrency not supported cryptoassets. In case Earnio incurs any costs as a result of transferring not supported cryptoassets, it is entitled to set off such costs against any claim of User against Earnio. User will be informed that any Earnio claim is to be set off with theirs. User assumes all responsibility for the loss of cryptoassets other than those specified in the previous paragraph when using Electronic wallet for transactions with cryptoassets other than BNB, BTC, and USDC.

7. User acknowledges and agrees that Earnio is not liable for errors or omissions made by User in connection with Cryptocurrencies and transactions with Cryptocurrencies when using Services. For example, Earnio is not liable for User incorrectly entering an account number of User's External electronic wallet, and User acknowledges that in the event of such error, Cryptocurrency may be irreversibly sent to incorrect Electronic wallet or External electronic wallet of a third party different from the intended user's Electronic wallet.

8. User acknowledges that entering transactions with cryptocurrencies from Public keys is performed by entering User's request to the relevant Transaction network using Private key stored on Website (associated with User account and User's Private and Public keys). User thus assumes all responsibility for handling Cryptocurrencies using Website.

9. Upon completing the registration of User account via Website, cryptographic Private keys and Public keys are automatically generated and stored by Earnio which are used to use Services and to dispose (send and receive) of USDC, BNB, and BTC.

10. Public key generated within Services serves as User's Electronic wallet, and User acknowledges that Public key may and is, given the nature of its function, shared with third parties within the blockchain of respective Cryptocurrency.

11. Private key generated within Services is a unique alphanumeric code linked to Public key and must be used, in connection with Electronic wallet, to authorize executed transactions with Cryptocurrencies.

12. User acknowledges that under normal circumstances Private key is not available on Website interface since it is used within Services for the execution of transactions through Website and its display poses a security risk.

13. User acknowledges that at the moment when a request to perform a transaction with Cryptocurrencies is sent by User via Electronic wallet (using Private key), Transaction network will automatically complete or reject this request and that after sending the request for the execution of a transaction with Cryptocurrencies, it is no longer possible to cancel the request or otherwise modify it.

14. If any transaction with Cryptocurrencies is associated with any fees charged by third parties, the cost of payment of such third-party transaction fees will be borne by User. On Website, Earnio may display such third-party transaction fee for User. The amount of fees is not affected by Earnio and therefore Earnio assumes no responsibility for their amount.

15. User acknowledges that Earnio has no control over Transaction networks and that Earnio is, therefore, unable to influence the speed or even the correctness of the operation of Transaction networks.

VI. Wallet Premium

1. User who entered into Service agreement with Earnio may subscribe to the premium paid service provided by Earnio called Wallet Premium.

2. By subscribing to Wallet Premium, User allows Earnio to transfer BNB from User's BNB Electronic wallet to Earnio's Electronic wallet without User's interference in case User is obliged to any payment in BNB arising from any concluded agreement between User and Earnio, which User chooses (default setting is for execution of transaction within Earnio+ Programme) or any transaction within any contractual relationship User specifies.

3. In case User has an insufficient amount of BNB in their Electronic wallet for the transaction to be processed, Earnio will delay the processing of transactions until there is a sufficient amount of BNB in User's Electronic wallet.

4. The subscription fee for Wallet Premium is 200 USDC. The one-time payment is to be paid in BNB and is not refundable in case of cancellation of the subscription. The subscription fee is to be paid in BNB while the exchange rate is agreed to be 1 000 000 USDC = 1 BNB.

VII. Termination of agreements

1. The Service agreement is concluded for an indefinite period of time.

2. User is entitled to request deletion of their User account. This action will be deemed as termination of any existing agreements between Earnio and User and Earnio will proceed according to the respective terms and conditions. After the termination period elapses, Earnio settles all its obligations toward User and 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 rewards, or fulfillments arising from any contractual relationship with Earnio.

3. User acknowledges that by terminating the Wallet Premium subscription, they are not entitled to claim part or whole of the already paid subscription fee.

4. Earnio 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 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.).

5. User acknowledges that Electronic wallet cannot be deleted due to the nature of its operation (a once generated Public key representing Electronic wallet account cannot be deleted), however, at the same time, User acknowledges that he or she is entitled to terminate using Services at any time without any penalty arising from these Terms and Conditions.

6. Closing User's account does not delete the history of transactions with Cryptocurrencies made by User since this transaction history is recorded in Transaction networks of the relevant Cryptocurrency in which User made the transactions. Data on executed transactions with Cryptocurrencies are thus available to all other users of Transaction network using the so-called blockchain explorer (a third-party web application enabling any person to view transactions on all Public keys within Transaction network). User acknowledges that until the moment of using their Public key for the transaction with Cryptocurrencies, the data on User's transactions will not be available to any third party using Transaction network in any way. Personal and contact data of User will not be available to any third party without the express consent of User, even if they use Transaction networks.

7. User declares they understand and agree Earnio reserves the exclusive right to immediately suspend the provision of Services or to terminate Service agreement with User at any time if User is suspected of violating any provision of these Terms and Conditions, violation of the legal regulations of Greece, or if User is suspected of participating in illegal activities or activities incompatible with the Earnio's policy.

VIII. 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. User is obliged to provide Earnio with all assistance requested by Earnio or necessary for the activities to which Earnio has committed itself by any agreement concluded on the basis of these Terms and Conditions.

3. Parties agree to communicate via website or e-mail. As User's e-mail address will be deemed the e-mail address they filed in User account. Parties agree that an e-mail is deemed to be delivered to the other Party on the following day after the day the e-mail has been sent.

IX. 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 Earnio, other and 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 Earnio or facts that are the subject of Earnio'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 damage resulting from its acts or omissions contrary to good morals, binding legal regulations, Terms and Conditions and Service agreement.

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) contact Earnio via the e-mail address support@earnio.com with any complaints regarding the processing of orders, 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.

4. User acknowledges their responsibility for the proper taxation of income generated by trading in cryptocurrencies, 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 Earnio by User are not subject to other tax obligations. Earnio does not assume any responsibility for fulfilling such possible obligations of User.

5. Earnio provides Services according to these Terms and Conditions to User free of charge unless specified otherwise in these Terms and Conditions. However, Earnio reserves the right to charge User for using Services in the future, in which case Services will be charged by a unilateral change to these Terms and Conditions, in which case User has the right to withdraw from Service agreement in accordance with article II(2) of these Terms and Conditions.

6. When using Website, User may be displayed the content or offer of third-party services, including links to websites and third-party services.

7. Earnio does not control any such third-party content displayed to User when using the Services through Website. Earnio does not assume any liability for such third-party content displayed to User when using 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. 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 (by e-mail).

3. Further information on the processing of personal data is provided on Website in Privacy Policy.

XI. 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 the 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 the Terms and Conditions by User, Earnio is entitled to deny User access to Services provided.

4. User acknowledges that within the framework of trading with cryptocurrencies, 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 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 placing an order, 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.