

## **General Terms and Conditions of PROBINEX IKE**

These general terms and conditions are the conditions for the provision and use of services by Probinex IKE (hereinafter referred to as "Probinex").

PROBINEX IKE is a legal entity incorporated in Greece and registered as a Virtual Asset Service Provider under the authority of the Hellenic Capital Market Commission (HCMC) and is the operator of the Earnio platform, a unique crypto product that offers the public the opportunity to enter the world of virtual assets.

By filling in the questionnaire form available on the [www.Earnio.com](http://www.Earnio.com) portal and confirming its dispatch, the customer agrees to these General Terms and Conditions (hereinafter referred to as the "GTC"), which are updated as necessary by Probinex.

If the users do not agree with any part of these GTC, he will not place the deposit and Probinex will not be able to provide its services to the users.

Probinex reserves the right to update, change the GTC of the [www.probinex.eu](http://www.probinex.eu) portal, in connection with the change in the legal regulation, market and economic conditions in the field of cryptocurrency trading or for the purpose of proper functioning of the operator's website, and possibly other services provided by it.

The changes to the GTC will be announced by publishing them on the [www.probinex.eu](http://www.probinex.eu) website and will indicate their effectiveness by publishing them.

### **1. Definitions**

Cryptocurrency: is a digital currency ("cryptocurrency") that can be sold or purchased implemented through the [www.probinex.eu](http://www.probinex.eu) portal.

Cryptocurrency address: an e-wallet in the form of a QR code or a few digits of a code that serves to receive or dispense cryptocurrencies.

User: Is a natural or legal person who, by completing and sending the questionnaire agrees with the GTC and uses the services provided through portal [www.probinex.eu](http://www.probinex.eu).

PROBINEX IKE: is the operator of the Earnio platform, a unique crypto product that offers the public the opportunity to participate in the world of cryptocurrencies.

General Data Protection Regulation (GDPR) (EU) 2016/679: is an EU legislation that governs all collection and processing of personal data from individuals inside the EU.

Earnio platform is a unique crypto product that offers to the public the opportunity to take part in the world of cryptocurrencies.

### **2. Warning**

According to these GTC, cryptocurrency is mainly understood as Bitcoin (BTC), PBX token (Probinex Coin) Ethereum and others.

Cryptocurrencies are highly volatile, so cryptocurrency trading contains a high level of risk.

Cryptocurrency rates against legal currencies can experience sharp fluctuations even within a day. Due to such unexpected fluctuations, the client can experience a sharp profit or a sharp loss of his portfolio of cryptocurrencies, at any moment, as a result of the client's purchase or sale of cryptocurrency.

The value and possibility of using cryptocurrencies in the real world is based on the development of technology and trust in this technology. There is no central bank or other authority that regulates or corrects developments to protect the value of cryptocurrencies in a critical situation of decline in their values.

Cryptocurrencies are autonomous and widely unregulated global systems of a special network of firms and individuals. Those who buy or sell cryptocurrencies express their trust in a digital, decentralized, and semi-anonymous system that depends on the P2P network and cryptography in its operation. The popularity in cryptocurrencies might end at any moment due to unexpected software development, government measures, the development of cryptocurrencies with better characteristics, etc. Trust can also be lost due to the loss or theft of cryptocurrencies or interruptions in the course of transactions by hackers or the government.

There may also be other risks that are not foreseen in these GTC.

The condition for using the services through the [www.probinex.eu](http://www.probinex.eu) portal is to understand the purchase mechanism and understand the principle of operation of cryptocurrencies as such. If the client is not sure of his knowledge of the subject, he can contact Probinex or look for information from publicly available sources, even seek independent advice.

The prerequisite condition of buying and/or selling cryptocurrency through the portal of [www.probinex.eu](http://www.probinex.eu) is to be of the age of 18-year-old and above.

Probinex allows, in accordance with Law No. 297/2008 on protection against money laundering and on protection against terrorist financing, the execution of a transaction without the need to fill out a KYC document up to a maximum of EUR 15,000.

### **3. Method of payment of the purchase price for transactions through the [www.probinex.eu](http://www.probinex.eu) portal.**

The customer undertakes to pay the purchase price in accordance with the delivery of the payment instructions in one of the following ways:

3.1 by wire transfer from a bank account held in his name in the case of a cryptocurrency purchase

3.2 depositing cash at the bank's counter in the case of buying cryptocurrencies under your own name

3.3 by sending the appropriate amount of cryptocurrencies first from the customer's own cryptocurrency address to the Probinex's cryptocurrency address in case of sale of cryptocurrencies.

Payment of the purchase price of a cryptocurrency by wire transfer from a third-party bank account or a deposit of a cryptocurrency owned by a third party and/or from a third party's electronic wallet is not permissible.

In the event that the customer pays the purchase price after the expiry of the period specified in the payment instructions or the purchase price is not paid in the correct amount, the Probinex shall return to the customer the purchase price paid by him without undue delay, except if the customer insists on the execution of the trade, which the customer must expressly notify the Probinex in writing by sending an e-mail to the merchant's e-mail address [support@probinex.com](mailto:support@probinex.com), where the Probinex is entitled to contact the customer in order to negotiate further terms and conditions and can deduct the costs of sending the finances/ cryptocurrency.

#### **4. Rights, obligations and liability of Probinex**

4.1 Probinex is not responsible for the interruption or other deterioration of the services provided through the [www.probinex.eu](http://www.probinex.eu) portal, in particular but not limited to war, strike, fire, flood, earthquake and other natural disasters and natural disasters; terrorist attacks; failure of telecommunication traffic, which are able to affect the functioning of the [www.probinex.eu](http://www.probinex.eu) portal.

4.2 is not responsible for the misuse of the password to the cryptocurrency address or the misuse of the client's email address.

4.3 is not liable for damages and losses caused as a result of a decision of the court, the police and other state authorities, nor for damages and losses incurred by the client as a result of a change in legislation.

4.4 is not responsible for the risks of cryptocurrencies, which it cannot influence in any way undertakes to carry out identification and verification via our third-party service providers and/or partners according to the appropriate care and in relation to the customer pursuant to Act No. 297/2008 on protection against money laundering and on protection against terrorist financing.

4.5 undertakes to process and collect personal data for the fulfilment of the specified purpose in accordance with the General Data Protection Regulation (GDPR) (EU) 2016/679 which is an EU legislation that governs all collection and processing of personal data from individuals inside the EU.

4.6 does not guarantee the market price of the cryptocurrency in the future, as the price of cryptocurrencies are highly volatile.

4.7 undertakes to contact the customer within 72 hours of receiving the financial amount in the bank account or the relevant amount of cryptocurrency at the merchant's cryptocurrency address and notify him of the current exchange rate.

4.8 undertakes to send the relevant amount of cryptocurrency to the cryptocurrency address or the financial amount to the client's specified bank account immediately after the client has agreed the exchange rate.

4.9 is not responsible for lost transactions after sending them to the client.

## **5. Rights, obligations and liability of the Users**

5.1 The obligation to carefully consider whether his financial situation and ability to assess the risk correspond to the nature of buying or selling a cryptocurrency and to make a purchase or sale only after this careful consideration.

5.2 At the same time, takes full note of those risks and the fact that the Probinex cannot influence those risks in any way and is therefore not responsible for them.

5.3 Notes that it has been made aware by Probinex of the dangers of cryptocurrency volatile price fluctuations.

5.4 Notes that the current legal regulations of cryptocurrency and trading are only general and not entirely sufficient, and this situation, as well as the interpretation of the relevant applicable legal norms, may change in the future and undertakes to fully respect these changes, as well as the related changes to these GTC.

5.5 Agrees to the collection, storage and processing of personal data contained in the Probinex order form for the purpose of buying and selling cryptocurrencies and or becoming a client.

5.6 Acknowledges that the provision of personal data is voluntary, however, in the case of personal data required by the Probinex for identification and verification of the client their provision to the Probinex is a condition for the execution of the transaction.

5.7 Undertakes to provide to Probinex with truthful information and data, in connection with the use of services and identification of those interested in services, he also undertakes not to provide any false information when conducting a trade.

5.8 Undertakes to pay the purchase price in accordance with the payment instructions received, either by cashless transfer from a bank account held in his name or by direct cash deposit to the Probinex's bank account in the case of a purchase of cryptocurrency through the [www.probinex.eu](http://www.probinex.eu) portal.

5.9 Undertakes to send the relevant amount of cryptocurrency from the client's cryptocurrency address to the Probinex's cryptocurrency address in case of selling cryptocurrency through the [www.probinex.eu](http://www.probinex.eu) portal.

5.10 Undertakes to execute the trade to use exclusively his own funds, or a cryptocurrency belonging exclusively to him, and from a third party. Furthermore he acknowledges that payment of the purchase price in accordance with the payment instructions received by transfer from a third-party bank account in the case of a cryptocurrency purchase is not permissible.

5.11 Acknowledges that a cryptocurrency composition owned by a third party and/or from a third party's cryptocurrency address in the event of a cryptocurrency sale is not admissible

5.12 Undertakes not to use the services of the operator provided through the Probinex network, to buy and sell cryptocurrency if such purchases or sales:

5.12.1 would be carried out to or from countries that are considered to be risky or high-risk under Law No 297/2008.

5.12.2 would be carried out by or from a person originating in a country at risk or high risk.

## **6. Cancellation of the user's deposit and withdrawal from the contract through the [www.probinex.eu](http://www.probinex.eu) portal**

6.1 The Probinex reserves the right to cancel the customer's deposit without giving a reason, until the time of the trade – transaction (buying or selling cryptocurrency), which he notifies the user of without undue delay by sending the cancellation of the order to the user's e-mail address specified in the deposit. In the event that the purchase price has already been remitted by the user to the Probinex bank account or cryptocurrency address, the Probinex shall send the purchase price, less the transaction fees, back to the user's bank account or cryptocurrency address from which it was sent by the customer without undue delay.

6.2 The Probinex reserves the right to cancel the client's order on the basis of a suspected violation of Act No. 297/2008 Coll. on protection against money laundering and terrorist financing.

6.3 Probinex reserves the right to cancel the order in case of non-approval of the exchange rate within 15 minutes of sending the Probinex's email to the client and in the event that the client does not notify the Probinex again of sending an email to agree on the exchange rate.

6.4 The customer has the right to cancel the confirmed deposit without giving a reason, up to the time of the trade, by sending the cancellation of the order to the e-mail address of [support@probinex.com](mailto:support@probinex.com). In the event that the purchase price has already been transferred by the user to the Probinex's bank account or cryptocurrency address before the order was cancelled by the user, Probinex sends the purchase price, less the transaction fees, back to the customer's bank account or cryptocurrency address from which it was originally sent.

6.5 The customer cannot withdraw from the contract concluded with Probinex under these GTC, or from the completed transaction, because the price of the cryptocurrency that is the subject of their contractual relationship depends on the deflections of the financial market, independently of the will of Probinex.

## **7. Customer identification and privacy**

If the customer decides to use our services, Probinex is obliged by the Law as a regulated entity to request from the user to provide the required information and documentation in terms for identification and verification process of the users the following documentation:

7.1 Name and surname of the natural person or Business name/name of legal entity.

7.2 Date of birth or TIC No.

7.3 Passport/ID/Driving licences of directors/shareholders and UBOs along with the corporate docs of the Legal Entity

7.4 Proof of permanent address or a registered office if a legal entity

7.5 Proof of valid email address

7.6 IBAN-shaped bank account

7.7 Cryptocurrency address (customer e-wallet account)

7.8 Telephone contact number

7.9 Proof of identity

Where applicable, other documents and particulars deemed necessary by Probinex.

Probinex will refuse to execute the transaction with the customer in the event that:

- a. the customer refuses to submit to identification
- b. if identification cannot be carried out for any other reason
- c. if he has doubts as to the authenticity and /or validity of the information provided by the customer
- d. if he has doubts as to the authenticity of the documents submitted

The Customer agrees to the collection, storage and processing of the personal data contained in the probinex.eu portal.

## **8. Proof of identity**

8.1 The customer is aware of his rights under Act (EU) 2016/679 on the Protection of Personal Data, as amended, and for the provisions of Regulation (EU) 2016/679 of the EU Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR).

8.2 All customer data specified in the questionnaire, as well as all data provided by the user, including personal data, are collected and processed by Probinex solely for the purpose of carrying out transactions in accordance with the relevant Regulation on protection against money laundering and on protection against terrorist financing, as amended, and in accordance to the provisions of the Council (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (GDPR).

8.3 Probinex declares that it will collect personal data for the fulfilment of the specified purpose and process it in accordance with the purpose for which it was collected. Employees of Probinex or other natural persons who process personal data on the basis of a contract with Probinex and other persons are obliged to maintain the confidentiality of personal data, even after the termination of the employment relationship or work with the company.

8.4 The provision of personal data is voluntary, however, if it is personal data required in the questionnaire form and the provision of data required for the identification and verification of the users their provision to Probinex is a condition for carrying out the transaction.

8.5 A customer who has successfully made a purchase or sale of cryptocurrency through [www.probinex.eu](http://www.probinex.eu) agrees that Probinex is entitled to send him/her any marketing email messages, such as, information about the news and new possibilities and/or products it offers.

## **9. Application of the applicable law**

9.1 The GTC of the use of the [www.probinex.eu](http://www.probinex.eu) portal, as well as all changes thereto, are subject to the legal norms of the Greek Laws. The GTC will be governed by and interpreted in accordance with the laws of the Greece.

9.2 Any dispute that arises between the user and Probinex will be resolved amicably by the parties to the dispute, otherwise all disputes arising are subject to the jurisdiction of the competent courts of Greece.

The supervisory authority of Probinex IKE is the Hellenic Capital Market Commission (HCMC).

Address: Kolokotroni No.1 & Stadiou Str., 105 62 Athens, Greece.

Contact No: 00210 3377100

E-mail: [info@cmc.gov.gr](mailto:info@cmc.gov.gr)

## **10. Probinex operating instructions and operating rules**

10.1 When you use Probinex services to buy or sell Bitcoin and/or any other virtual assets, you agree to the operating rules and usage guidelines. In case of disagreement, the use of Probinex services is prohibited.

10.2 The value of the transaction corresponds to the amount without the transaction fee indicated on Probinex as a fixed fee. The transaction fee is an extra service fee, which is the service of sending/withdrawing a transaction to the customer's wallet or receiving/ depositing from an external wallet to the service provider's wallet.

The transaction fee is deducted from the total amount deposited and does not represent part of the value of the transaction.