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LEGAL NOTICE · COMPANY INFORMATION

Corporate and Legal Information

Pinnora Technologies GmbH · Version 1.0 · 10 November 2026

www.mypinnora.com · legal@mypinnora.com

Contents

01 **About this document** 3
Its purpose, its sources and how to read it

02 **Company identification and registration** 5
The legal entity behind Pinnora, and how to check it yourself

03 **Management and governance** 7
Who represents the company, and how it is run day to day

04 **What Pinnora offers and how it works** 9
Each product, as the website and the terms describe it

05 **Identity verification and anti-money-laundering** 12
Knowing who our customers are, and checking where money comes from

06 **Security of accounts** 14
How accounts are secured, and what customers can do

07 **Data protection and privacy** 16
How personal data is handled under the GDPR

08 **Terms of use in summary** 18
The main points of the contract, and where to read it in full

09 **Fees** 20
What is free, what carries a fee, and how each fee is shown

10 **Complaints and dispute resolution** 22
How to complain, and what happens next

11 **Risk information** 24
What can go wrong, in plain words

12 **Protecting you from impersonation** 26
Why our staff are not named publicly, and how to check who speaks for Pinnora

13 **How to verify official Pinnora channels** 28
Domains, addresses and the app

14 **Intellectual property and trade marks** 30
What belongs to Pinnora, and how others' names appear

15 **Contact details and document control** 31
How to reach us, and this document's version

CHAPTER 01

01
About this document

Its purpose, its sources and how to read it

This document brings together, in one place, the corporate and legal information about Pinnora: who provides it, where the company is registered and how anyone can check that for themselves, how the products work, how customers' identity, accounts and data are handled, what Pinnora charges, what the risks are, and how to recognise the people and channels that genuinely speak for Pinnora.

Who it is for

It is written for customers and prospective customers, for anyone who has been contacted by someone using the Pinnora name, and for businesses, journalists and advisers who want to know the facts about the company before dealing with it. It is not a contract. The contract between Pinnora and a customer is the terms of service, together with the rules and fees each product shows in the app before the customer confirms.

Where its contents come from

Each statement in this document comes from one of two sources:

- **The company's registration details**, which are matters of public record and can be checked in the official German commercial register and in the European Union's VAT number service, as section 2 explains step by step.
- **The published pages of mypinnora.com**: the legal notice, the terms of service, the privacy policy, the security page, the fees and funding page, the about and contact pages, the frequently asked questions and the product pages.

Where this document and those pages differ, the pages and the app prevail, because they are kept up to date as the service changes. In particular, rates, fees and limits are set in the app's own settings and can change; the figures that apply to a customer are always the ones the app shows before they confirm.

What this document does not do

- It is not investment, tax or legal advice, and it does not recommend any product to anyone.
- It does not describe a financial-services licence or authorisation. The legal notice on mypinnora.com names no financial supervisory authority, and this document makes no statement of that kind.
- It does not publish the names of Pinnora's staff or the size of its team. Section 12 explains why, and how anyone can check whether a person really represents Pinnora.
- It does not name third-party companies as partners, custodians or endorsers of Pinnora. Section 14 explains how the names of other companies appear in the app.

How to read the figures

Where this document quotes a rate, it uses the wording the website uses: savings from 2.1% APY; investment target returns from 3.2% APY; loan rates never below 3% APR; Empowerment rates never below 5% a year. A target return is an aim, not a promise; section 11 explains the risks.

Language and versions

This document is written in British English. Its version and date are recorded in section 15. A newer version replaces this one; the current version is the one Pinnora publishes at mypinnora.com.

CHAPTER 02

02
Company identification and registration

The legal entity behind Pinnora, and how to check it yourself

Pinnora is provided by Pinnora Technologies GmbH, a German limited liability company (Gesellschaft mit beschränkter Haftung) registered in Berlin. These are the details the company is required to publish, and the details anyone can confirm independently.

Company name	Pinnora Technologies GmbH
Legal form	Gesellschaft mit beschränkter Haftung (GmbH), a German limited liability company
Registered office and address	Güldenhofer Ufer 4, Treptow-Köpenick, 12437 Berlin, Germany
Register court	Amtsgericht Berlin-Charlottenburg
Registration number	HRB 213711 (commercial register, section B)
VAT identification number	DE456970576 (under § 27a of the German VAT Act, Umsatzsteuergesetz)
Represented by	Its managing director (Geschäftsführer), Sergio Mayo Rieken
Former trading name	Pinnora Technologies Limited, used before the company's registration as a GmbH
Incorporated	2018
Pinnora app and service launched	2026
Website	mypinnora.com (the app opens at mypinnora.com/app/)
E-mail	helpdesk@mypinnora.com

The company's history in brief

The company was incorporated in 2018. Before its registration as a GmbH it traded under the name Pinnora Technologies Limited, which is why that name may still appear in older material, including earlier editions of the Pinnora whitepaper. The legal entity that provides the website and the app today, and with which customers make their contract, is Pinnora Technologies GmbH. The Pinnora app and the service it runs launched in 2026.

Check the registration yourself: the commercial register

Germany's commercial register (Handelsregister) is public. Anyone can look up a registered company there, free of charge for the basic entry, without needing an account. To find Pinnora:

1. **Open the official register portal** at handelsregister.de, the joint register portal of the German federal states. Type the address yourself rather than following a link from a message.
2. **Choose the normal search** (Normale Suche, or Advanced search in the English interface).

3. **Search by number and court:** set the register type to *HRB*, enter the number *213711*, and choose the register court *Berlin (Charlottenburg)*. You can also search by the company name, Pinnora Technologies GmbH.
4. **Open the entry** and compare the name, seat, register number and managing director with the details in the table above. The current printout (Aktueller Abdruck, AD) shows the entry as it stands today; the chronological printout (CD) shows its history.

If what you find in the register does not match this document, the register is the authority; please tell us at helpdesk@mypinnora.com so that we can look into it.

Check the VAT number yourself: VIES

The European Commission's VIES service (VAT Information Exchange System) confirms whether a VAT identification number issued by an EU member state is valid.

1. **Open VIES** on the European Commission's website (ec.europa.eu/taxation_customs/vies).
2. **Choose the member state** *DE – Germany*.
3. **Enter the number** *456970576* (the digits after the country code DE) and submit.
4. **Read the result.** VIES answers whether the number is valid. For German numbers it does not show the company name and address, which is normal for Germany; the commercial register above confirms those.

Supervision

The legal notice on mypinnora.com names no financial supervisory authority for Pinnora, and this document makes no claim of authorisation by any financial regulator. The authority responsible for data protection, to which anyone may complain about the handling of their personal data, is named in section 7.

> **A simple rule**
>
> Every genuine Pinnora contract, invoice or official letter names the provider as Pinnora Technologies GmbH, Berlin, with register court Amtsgericht Berlin-Charlottenburg and HRB 213711. A document in Pinnora's name that gives a different company, register number or bank account in a personal name should be treated with suspicion and reported to helpdesk@mypinnora.com.

CHAPTER 03

03
Management and governance

Who represents the company, and how it is run day to day

Pinnora Technologies GmbH is represented by its managing director (Geschäftsführer), Sergio Mayo Rieken, as entered in the commercial register. The managing director is the person entitled by law to act and sign for the company.

The registered representative

Under German company law, a GmbH acts through its managing director or directors, whose names are entered in the commercial register. For Pinnora Technologies GmbH that is Sergio Mayo Rieken. His appointment can be checked by anyone in the register entry described in section 2. The website's legal notice, terms of service and privacy policy name him in the same role.

Founders and leadership as the company describes them

The about page and the frequently asked questions on mypinnora.com describe the company as founded by Idse Pen and by Sergio Mayo Rieken, its director, and name Zubayr Jamal al Din Daher as the chairman of its board. These are roles the company itself describes; the commercial register shows only the registered managing director. This document does not publish the names of any other individuals who work for or advise Pinnora, for the reasons set out in section 12.

How Pinnora is run

The published pages describe a set of working rules that apply across the whole service. They are not slogans; each is something the app or the team actually does.

- **People make the decisions that matter.** No decision with a legal or similarly significant effect on a customer is made by automated means alone. Pinnora's staff review identity checks, credit deposits, send withdrawals, decide Empowerment applications and decide to suspend or close an account.
- **One source of truth.** A rate, a fee or a limit is set in one place, and what the customer is shown is what the server does.
- **The cost is shown before it is paid.** Fees on trades, withdrawals and sends are shown before the customer confirms, and a trade whose price or fee changes while the customer is deciding stops and asks again.
- **Fixed rules apply to everybody equally.** Where the service applies rules automatically, such as pausing sign-in after repeated failed attempts or a daily withdrawal limit, they treat everybody the same way and use no profile of the customer. When one of them stops a customer, the app says which.

Controls over staff access

The privacy policy and terms describe how staff access to customer accounts is limited:

Control	What it means
Role-based access	Every staff account has a role that limits what it can see and do. Only staff with a support role or above can see identity document photos.
Two-factor authentication	Every staff account must use two-factor authentication.
Automatic sign-out	A staff account is signed out after 20 minutes without use.
Read-only account view	To help a customer, staff can view the account read-only, for up to 15 minutes. The customer is told each time.
Tamper-evident log	Each entry in the security log is sealed to the one before it with a secret key kept outside the database, so editing or deleting an entry shows.
No passwords or codes	Staff never ask a customer for a password or a one-time code, and support does not need either to help.

Records and accountability

Pinnora keeps records of its communication with customers, as evidence and to protect customers and staff. It keeps the records that German tax and commercial law require, under the Abgabenordnung and the Handelsgesetzbuch. A customer who disagrees with a decision to restrict, suspend or close their account can write to helpdesk@mypinnora.com saying why; Pinnora reviews the decision and replies in writing, and the customer's right to go to court is unaffected.

CHAPTER 04

04
What Pinnora offers and how it works

Each product, as the website and the terms describe it

Pinnora is one app for investing, saving, borrowing and moving money. Investments, cash, savings plans and any loan are part of one account and add up to one balance. There is nothing to download: the app opens in a web browser at mypinnora.com/app/, on a phone or a computer, and can be added to a phone's Home Screen.

One account, two parts

Every account has a **funding wallet**, where deposits arrive and withdrawals leave from, and a **trading account**, where investments are held. Moving money between them is instant and free. Cash is held in US dollars, and balances can be shown in the currency the customer chooses.

Product	What it is	How it works, in brief
Investing	US stocks, major crypto assets, index funds and IPOs, from $1	Bought and sold by the dollar. Pinnora fills every order itself at its own prices, which follow public market prices.
Investment plans	Fixed-term plans, from $1	Plans aim for a target return; investment target returns from 3.2% APY. Terms, target and payout rules are shown before joining.
Savings	Flexible, fixed-term, floating-rate and mixed plans, from $10	Savings from 2.1% APY, paid in the asset saved: US dollars or digital assets such as USDT, USDC and bitcoin.
Loans	US dollars borrowed against a holding	Loan rates never below 3% APR. The collateral is locked, not sold; simple interest; repay at any time without an early-repayment fee.
Empowerment	Capital for businesses, from $5,000 up to $50M	Empowerment rates never below 5% a year, fixed when the business applies. Decided by people; repaid in equal instalments every 30 days.
Spot trading	Crypto pairs on the Trade page	Market orders at the live price, or limit orders that wait for the customer's price.
Payments	Money sent to another member	By @username or pay link: instant, free and final.

Investing: what a customer actually holds

An order on Pinnora is an amount of money, not a number of shares: the customer's position grows by whatever fraction of a share or coin that amount is worth at Pinnora's current price. This matters, and the terms say it plainly: **Pinnora fills every order itself, at its own prices, which follow public market prices; nothing is sent to an exchange.**

What the customer buys is a position on Pinnora's books, valued at those prices, not a share or coin bought for them at a broker or on an exchange, and it gives no rights against its issuer. An IPO subscription fills at the offer price shown, and an asset with no public market price is priced by Pinnora. A filled order is binding.

Investment plans

Investment plans run for a fixed term and aim for a target return. Before joining, each plan shows its target, minimum, term, payout interval and any release delay or early-redemption charge, which the customer accepts explicitly. A plan's return is its target rather than a promise. If an investment target changes, it changes from that moment and never backwards; the customer is told the old figure, the new one and from when, and if it falls they may ask within 30 days to close their position with no early-redemption charge or release delay.

Savings plans

Savings plans pay a return on a balance the customer is not using, in the same asset they put in. There are four kinds:

- **Flexible**: no lock-up; money can be taken out at any time with the returns credited to it.
- **Fixed-term**: runs for a set number of days and keeps the rate it opened at; at the end the money returns to the funding wallet.
- **Floating-rate**: flexible, with a rate that can change; the customer is told the old rate, the new one and from when.
- **Mixed**: one deposit with a flexible part and a fixed-term part, split as the customer chooses.

Each plan pays at its own interval (hourly, daily, weekly or monthly). A savings plan in a digital asset pays in that asset, so its value in dollars still moves with the asset's price.

Loans

A customer can borrow US dollars against stocks, funds or crypto they hold on Pinnora, up to the loan-to-value the app shows (currently at most 65%). Cash cannot be collateral. The yearly rate is shown before the customer confirms and is fixed for the life of the loan; interest is simple interest on the amount borrowed. There is no arrangement fee and no early-repayment fee. Each loan shows its liquidation price: if the collateral's value falls until the loan reaches the liquidation level, Pinnora may sell the collateral to repay the loan and the interest due; anything left over is paid to the customer, and the customer is told what was sold, for how much and why.

Empowerment

Empowerment is Pinnora's programme of capital for businesses. A verified customer applies for a facility within its range and terms; Pinnora's team decides and may decline. An approved facility is paid into the funding wallet when drawn down, and repaid in equal instalments every 30 days over the chosen term, at the rate quoted when the business applied. No share of the business is taken. Information in an application must be true and complete.

Spot trading, payments and referrals

On the Trade page, a market order fills at once at the live price; it is refused on an out-of-date price and stops to ask again if the price moves against the customer beyond a small margin or the fee rises. A limit order reserves what it may spend and fills at the customer's price when a later price reaches it, unless cancelled first. Sending money to another member by their @username is instant, free and final. Members can invite friends with a referral link; when a friend joins, verifies their identity and their approved deposits reach the qualifying amount, both receive the reward the app shows, once.

Money in and money out

Money can be added by bank transfer or crypto, using only the details the app shows for that deposit. Each deposit is a request, credited only once Pinnora has checked that the payment arrived. **At the date of this document, withdrawals to bank accounts are not available;** withdrawals are made to a crypto address in the customer's own name. Withdrawals need a verified identity, are checked and processed by Pinnora's team, and one that cannot be completed is returned in full to the funding wallet.

CHAPTER 05

05
Identity verification and anti-money-laundering

Knowing who our customers are, and checking where money comes from

Pinnora verifies the identity of its customers and checks the money that comes in before crediting it. These checks are carried out by Pinnora's own staff, and they apply to everybody.

Who can open an account

To open and keep an account, a person must:

- be at least 18 years old and have full legal capacity;
- open the account in their own name and for themselves, never for anyone else or as a nominee;
- hold no other Pinnora account (one account per person);
- give true, complete and current information;
- not be subject to EU, UN or other sanctions that apply to Pinnora, nor be owned or controlled by someone who is; and
- not live in, or use Pinnora from, a country where using it is prohibited by law.

Pinnora may refuse to open an account, and refuse or restrict any service in any country or for any person, where the law, sanctions or its risk rules require it. If Pinnora learns that an account belongs to someone under 18, it closes the account and returns the money.

The identity check

Before a customer can withdraw, send money or apply for Empowerment, they verify their identity in the app with:

What is asked for	How it is captured
A valid passport, driving licence or national ID card	Photographed live in the app, not uploaded from the customer's photos
A selfie	Taken live in the app
Personal and financial details	Name, date of birth, address, phone number, occupation, source of funds and tax identifier, entered in the app

Our own team reviews every check and approves or rejects it; the customer can try again. Identity documents are sent to no outside identity-check service. The customer's account name follows their verified ID, and changing a verified detail sends the check back for review. Until they verify, customers can still explore the app, deposit and invest.

Further information we may ask for

At any time Pinnora may ask, by support ticket or e-mail, for further information or documents, such as proof of address, where the customer's money comes from and how they built their wealth, the purpose of a payment, or proof

that a bank account or wallet is theirs. Customers must provide these promptly and truthfully. Identity documents themselves are captured only in the app's own verification steps, never by e-mail. Questions about identity checks can be sent to compliance@mypinnora.com.

Checking deposits before they are credited

Every deposit is a request. It is checked against the money that actually arrived before it is credited to the funding wallet, or declined, normally with a reason. A bank transfer is matched by the reference the app gives; a crypto deposit must also be confirmed on its network. Customers should pay only from their own bank account or wallet: Pinnora may return a payment from anyone else.

While a check is open

While a check is open, or if a customer does not provide what is asked for, Pinnora may delay or decline a deposit, withdrawal or send, hold an application, or restrict or suspend the account, for as long as the check reasonably needs. Money received but not credited is returned to its source unless the law requires otherwise.

Money laundering, terrorist financing and sanctions

Pinnora follows the law against money laundering and terrorist financing, including the German Money Laundering Act (Geldwäschegesetz), and reports to the authorities where the law requires. Where the law forbids Pinnora to tell a customer about a report or the reason for a measure, it will not. Using Pinnora for fraud, money laundering, terrorist financing, or to evade sanctions or taxes is prohibited, as is using stolen money or a bank account, card or wallet that is not the customer's own.

> **Why this matters to you**
>
> These checks are part of what makes it hard for criminals to use Pinnora, and hard for anyone to open an account in your name. They also explain why a withdrawal may be held while a check is completed: the rules apply in proportion to the reason, and a measure is lifted as soon as its reason has gone.

CHAPTER 06

06
Security of accounts

How accounts are secured, and what customers can do

The security page on mypinnora.com sets out the measures that guard every account. This section summarises them. No system is perfectly secure, and customers play a part too; what they can do is at the end of this section.

Signing in

- **Passwords are never stored as typed.** Pinnora keeps only a salted scrypt hash, a deliberately slow, memory-hard function designed to make guessing passwords from a stolen copy impractical.
- **Passkeys.** Customers can sign in with Face ID, Touch ID or their device's passcode. A passkey is a key pair made on the device; the private half never leaves it, and because a passkey works only on Pinnora's own site, a look-alike site cannot use it.
- **E-mail confirmation and staff two-factor authentication.** Customers prove their e-mail address, with a six-digit code or a link, before they can sign in. Every staff account must use two-factor authentication.
- **Repeated wrong passwords** are slowed down and then stopped, and attempts on one account from many networks are recognised as an attack, without locking the customer out of the network they normally use.

Confirming it is you before money leaves

A signed-in session on its own can look at an account, but it cannot move money out of it. Sending money, withdrawing and adding a new passkey all ask the customer to confirm it is them, with their password or a passkey, unless they did so in the last ten minutes. Buying or selling from an asset's page, deposits, withdrawals and sends are confirmed by holding the button for a second, so a stray tap does nothing. Withdrawals and sends to outside addresses count towards a daily limit, and the customer is notified when one has gone out.

Devices and sessions

A session belongs to the browser and network it was opened on; if the same session cookie turns up from a different browser or network, the session ends and the attempt is recorded. Sessions end after a week without use and after thirty days at most. The **Security centre** in the app lists every device signed in to the account, so a customer can sign out any one of them, or all of them at once. Changing the password signs out every other device and removes every passkey except the one in use.

Alerts

Every new sign-in, with a password or a passkey, sends a security notification naming the device. So do repeated failed attempts to sign in, a passkey added or removed, and a password change. These alerts are kept even when a customer clears their notifications. E-mails about security, sign-in and identity checks cannot be switched off.

Encryption and the browser

Pinnora is served over HTTPS only and tells browsers to use nothing else for the site and its subdomains. Push notifications are encrypted for the customer's device. The app runs under a strict content security policy: it loads its scripts only from Pinnora and refuses to be shown inside another site's page.

What customers can do

Do	Never
Add a passkey on the phone you use most	Share your password, or the six-digit code from an e-mail we sent you, with anyone, including someone who says they are from Pinnora
Use a password you use nowhere else	Approve a passkey prompt you did not start
Read every sign-in alert	Open Pinnora from a link in a message you did not expect
Open the app yourself at mypinnora.com/app/ or from your Home Screen	Install software that lets someone else control your device

> **If you think someone else has used your account**
>
> Do not wait for a reply first. Change your password, which signs out every other device, check the devices listed in the Security centre, and then open a support ticket so that we can look at the activity with you.

Reporting a security weakness

Anyone who believes they have found a security weakness in the website or the app is asked to write to helpdesk@mypinnora.com with what they found and how to see it, and not to test it on other people's accounts, money or data.

CHAPTER 07

07
Data protection and privacy

How personal data is handled under the GDPR

The controller of personal data is Pinnora Technologies GmbH, Güldenhofer Ufer 4, Treptow-Köpenick, 12437 Berlin, Germany, represented by its managing director, Sergio Mayo Rieken. The full privacy policy is at mypinnora.com/privacy; this section summarises it.

What Pinnora keeps, and on what legal basis

Purpose	Data	Legal basis (Art. 6(1) GDPR)
Running the account	Account details, password hash, settings and preferences	(b) contract
Signing in and securing the account	Sessions, sign-in attempts, networks, passkeys' public keys	(b) contract and (f) legitimate interests
Identity checks, fraud and money laundering	Verification details, ID photos, selfie, further documents, staff notes	(c) legal obligation where the Money Laundering Act requires it, (f) otherwise
Payments, investing, plans, loans and capital	Deposits, withdrawals, transfers, orders, balances, plans, loans, applications	(b) contract, and (c) for records tax and commercial law require
The security log	What was done on the account, when, with IP address and browser	(f), and (c) where the law requires a record
Support	Tickets, messages, screenshots, e-mails	(b), or (f)
News and offers, push notifications, reviews, machine translation	As each requires	(a) consent, which can be withdrawn at any time

Who receives data

Staff see only what their role needs. Outside Pinnora, data goes only to: the hosting provider that runs the server; the e-mail provider that delivers e-mails; the customer's browser push service, encrypted; a translation service, only if the customer chooses machine translation; a crypto deposit and custody service provider, which receives a customer number (never a name or e-mail address) and the blockchain data of deposits; banks and blockchain networks that carry a withdrawal; authorities, only where the law requires or allows; and professional advisers bound to confidentiality. **Pinnora never sells personal data or shares it for advertising**, buys no data about customers, and uses no outside identity-check service.

Transfers outside the EU

Some providers, or their own service providers, may process data outside the European Union and the European Economic Area. Personal data leaves the EU or EEA only under the conditions Art. 44 to 49 GDPR set, such as an

adequacy decision of the European Commission or standard contractual clauses. Customers can ask for details and for a copy.

Cookies

The website uses no analytics, advertising or social-media tools. A notice asks for the visitor's choice: "Necessary only" keeps to the cookies the site needs to work; "Accept all" also shows the website in the visitor's language by machine translation. "Cookie settings" at the foot of every page changes the choice.

How long data is kept

Account data stays while the account is open. Deleting an account at the customer's request removes its balances, history, plans, loans, identity data and photos, tickets, notifications, passkeys and reviews at once. The security log is never shortened, because removing an entry would break the chain that proves it unaltered. Nightly backups are kept for 14 days. The privacy policy lists each retention period in full.

Your rights

Under the GDPR, free of charge, customers have the right of access (Art. 15), correction (Art. 16), deletion (Art. 17), restriction (Art. 18), portability (Art. 20), to withdraw consent at any time (Art. 7(3)), not to be subject to solely automated decisions (Art. 22) and to object (Art. 21), including, without giving a reason, to direct marketing. To use them, write to helpdesk@mypinnora.com from the account's address, or open a support ticket. Pinnora answers within one month, which the GDPR allows to be extended by two further months for complex or numerous requests.

> **Supervisory authority for data protection**
>
> Anyone may complain to a supervisory authority (Art. 77 GDPR), in particular where they live or work. Pinnora's is the Berliner Beauftragte für Datenschutz und Informationsfreiheit, Alt-Moabit 59–61, 10555 Berlin, Germany (datenschutz-berlin.de). We would be glad to hear from you first, so that we can try to put things right.

Personal data breaches

If a breach of personal data is likely to put a customer at risk, Pinnora will tell the supervisory authority and the customer as Art. 33 and 34 GDPR require.

CHAPTER 08

08

Terms of use in summary

The main points of the contract, and where to read it in full

The terms of service are the contract between a customer and Pinnora Technologies GmbH. They are published in full at mypinnora.com/terms and accepted at sign-up. A product's rules shown when the customer joins it, and the fees and limits shown before they confirm, are part of the contract. This summary does not replace them.

Terms section	In brief
2 Who can use Pinnora	Adults with full legal capacity, one account each, in their own name, not under sanctions.
3 Your account and its security	Keep your password, passkeys and devices to yourself. No one from Pinnora will ask for your password or a one-time code.
4 Identity and source of funds	Verification before withdrawing, sending or applying for Empowerment; further documents may be requested.
5 Deposits, withdrawals and transfers	Deposits credited once checked. Crypto sent on the wrong network may be lost for good. Transfers to members are instant, free and final.
6 Fees and limits	Shown before you confirm; changes apply only to the future.
7 Investing and trading	Pinnora fills orders itself at its own prices; a position is on Pinnora's books. Nothing is personal advice.
8 Savings and investment plans	Each plan's rules are accepted before joining; a changed target applies only from then on.
9 Loans	Fixed rate for the life of the loan; simple interest; liquidation price shown.
10 Empowerment	Decided by Pinnora's team; equal instalments every 30 days.
12 How you communicate with us	Official channels only; respectful conduct; impersonating Pinnora or its staff is prohibited.
13 Prohibited use	Fraud, manipulation, abuse of promotions, bots and attacks on the service.
14 Errors and corrections	Obvious mistakes may be corrected if Pinnora says why within three business days.
15 Suspension and termination	In proportion to the reason; two months' notice, or immediately for good cause.
17 Markets and your money	Values can go down as well as up; a plan's return is its target rather than a promise.
19 Our liability	Unlimited for intent and gross negligence; limited for slight negligence as the law allows.
21 Changes to these terms	At least 30 days' notice in the app; customers can object.
22 Complaints and disputes	Complaints by ticket or e-mail; no consumer arbitration proceedings.
23 Right of withdrawal	A statutory 14-day right for consumers, except orders whose price depends on market movements.
24 Governing law	German law; consumers keep the protection of their own country's mandatory law.

Points worth reading carefully

- **The nature of a position.** What a customer buys is a position on Pinnora's books, valued at Pinnora's prices, and gives no rights against the asset's issuer (terms 7.2).
- **Crypto deposits.** Crypto sent on another network, to another address or in another coin than the app shows may be lost for good (terms 5.2).
- **Final transfers.** A transfer to another member is instant, free and final, so the recipient should be checked first (terms 5.4).
- **Availability.** Pinnora cannot promise an uninterrupted or error-free service (terms 16.1).
- **Tax.** Customers are responsible for any tax on their gains and income, and for reporting it (terms 17.2).

Contract language and law

The contract language is English. German law applies; a consumer living in another country keeps the protection of that country's mandatory law and the right to use its courts. Where the law allows a place of jurisdiction to be agreed, it is Berlin.

CHAPTER 09

09
Fees

What is free, what carries a fee, and how each fee is shown

Every fee that applies is shown in the app before the customer confirms, and the fees and funding page at mypinnora.com/fees lists them. The figures below are those the page shows at the date of this document; the app always shows the figure that applies.

What is free

Service	Fee
Opening and keeping an account	None
Paying in by bank transfer or crypto	None charged by Pinnora (the customer's bank or network may charge for sending)
Buying and selling shares, funds and IPOs from an asset's page	None
Moving money between the funding wallet and the trading account	None
Sending money to another member by @username	None
Funding a savings plan from other holdings	No conversion fee
Repaying a loan early	No arrangement fee and no early-repayment fee
Closing an account	None (the usual withdrawal fee applies to taking the balance out)

What carries a fee

- **Withdrawals and sends outside Pinnora.** Each method has a flat fee, a percentage of the amount and a smallest fee; the fee is the flat fee plus the percentage, or the smallest fee if that comes to more. It is worked out in dollars and taken in the asset withdrawn. To a crypto address, the page currently shows 0.1% of the amount, at least $0.80; a few assets have figures of their own. Withdrawals to bank accounts are not available at the date of this document.
- **Crypto trades** can carry a trading fee, a share of the trade. The fees page currently shows none.
- **Borrowing.** A loan costs its interest; loan rates never below 3% APR. An Empowerment facility is repaid at the rate quoted when the business applied; Empowerment rates never below 5% a year.
- **Early redemption.** Some savings and investment plans charge a share of the money taken out within an early window. A plan that does says so, and asks the customer to accept it, before they join; the exact amount is shown

before a redemption is confirmed.

Limits

Withdrawals and sends to outside addresses count towards a daily limit, which the fees page currently shows as $25,000 and which starts again at midnight UTC. Transfers to other members do not count towards it. A single order can be worth up to $1M.

> **No surprises**
>
> If the fee on a trade goes up while the customer is confirming, the order stops and asks again rather than charging more than was shown. The notification confirming a withdrawal request repeats the fee. Pinnora may change fees and limits for the future, never for a transaction already confirmed.

Third-party charges

A customer’s own bank, or a blockchain network, may charge its own fees for sending money. These are not charged by Pinnora and are not under its control.

CHAPTER 10

10
Complaints and dispute resolution

How to complain, and what happens next

If something has gone wrong, we want to hear about it, and we look into every complaint.

How to make a complaint

1. **Use an official channel:** a support ticket in the app (best for anything about an account, because it comes from the signed-in account and keeps the whole conversation in one place), or an e-mail to helpdesk@mypinnora.com from the address on the account.
2. **Say that it is a complaint,** and include your @username or account e-mail, what happened and when, what you would like us to do about it, and any references the app gave you: a transaction reference, a ticket number starting T-, or an Empowerment application starting EMP-. For crypto, give the network and the transaction hash.
3. **Keep it in one thread.** Keeping the complaint in one ticket, or one e-mail thread, keeps the whole record together.
4. **We reply in writing.** We look into each complaint and reply in writing. In a ticket, we e-mail you when we reply.

Complaints may also be sent by post to Pinnora Technologies GmbH, Güldenhofer Ufer 4, Treptow-Köpenick, 12437 Berlin, Germany.

Disagreeing with a decision about your account

If a customer disagrees with a decision to restrict, suspend or close their account, they can write to helpdesk@mypinnora.com saying why. Pinnora reviews the decision and replies in writing within a reasonable time. While an account is suspended, the customer can still write to that address.

Consumer dispute resolution

As the legal notice and the terms of service state, Pinnora is neither willing nor obliged to take part in dispute resolution proceedings before a consumer arbitration board (§ 36 of the German Consumer Dispute Resolution Act, Verbraucherstreitbeilegungsgesetz, VSBG). If something has gone wrong, we ask customers to tell us first, by support ticket or by writing to the address above, so that we can look into it together.

Courts

Nothing in the complaints process limits a customer's right to go to court. German law applies; a consumer living in another country keeps the protection of that country's mandatory law and the right to use its courts.

Complaints about data protection

Complaints about the handling of personal data can be made to Pinnora as above and, at any time, to the supervisory authority for data protection named in section 7.

Telling us about content

If something on the website is wrong or out of date, or someone believes something there infringes their rights, they can write to helpdesk@mypinnora.com with the address of the page and what is wrong, so that it can be put right or taken down.

CHAPTER 11

11
Risk information

What can go wrong, in plain words

Investing involves risk. Before using Pinnora, customers should understand the risks below and decide for themselves what suits them. Nothing in the app or on the website is personal investment, tax or legal advice.

Market risk

Markets move. The value of stocks, funds and crypto assets changes over time and **can go down as well as up**. A customer may get back less than they put in. Past performance is not a reliable indicator of future results.

Targets are not promises

Investment plans aim for a target return. A plan's return is its target rather than a promise, and the target can change for the future, as section 4 explains. Wording such as "investment target returns from 3.2% APY" describes what a plan aims for, not what a customer will receive.

Crypto assets

Crypto assets are especially volatile: their prices can rise or fall sharply within hours. A savings plan in a digital asset pays in that asset, so its value in dollars moves with the asset's price. Crypto sent on another network, to another address, in another coin than the app shows, or below the minimum, may be lost for good. A withdrawal to a blockchain address cannot be recalled once paid out.

The nature of a position

Pinnora fills orders itself at its own prices, which follow public market prices. A position is held on Pinnora's books, not as a share or coin bought at a broker or on an exchange, and it gives no rights against its issuer. Its value depends on Pinnora's prices and on Pinnora itself.

Borrowing

A loan against a holding can be liquidated: if the collateral falls in value until the loan reaches its liquidation level, the collateral may be sold to repay the loan. Watching the liquidation price is the customer's responsibility. Repaying the loan removes this risk at any time.

Liquidity and availability

Some plans hold redeemed money back for a set number of days or charge for leaving early; the fixed part of a mixed deposit is repaid only at the end of its term. Withdrawals are subject to checks and a daily limit, and bank withdrawals are not available at the date of this document. The service may be unavailable during maintenance, updates, outages or attacks, and a crypto asset whose live price is unavailable cannot be traded until it returns.

Currency

Cash is held in US dollars. A customer who thinks in another currency is exposed to changes in exchange rates, even if the dollar value of their holdings does not change.

Tax

Customers are responsible for any tax on their gains and income, and for reporting it.

> **Only invest what you can afford to lose**
>
> Read each plan's rules, the fees and the terms before you confirm. If you are unsure whether a product suits you, consider taking independent advice.

CHAPTER 12

12
Protecting you from impersonation

Why our staff are not named publicly, and how to check who speaks for Pinnora

Fraudsters often pretend to be employees of financial companies, because a familiar name makes people lower their guard. Pinnora has made some deliberate choices to make that harder, and asks everyone to check before they trust.

Why our staff are not named publicly

Pinnora's staff do not identify themselves as Pinnora employees on social networks such as LinkedIn, and Pinnora does not publish a list of its staff. This is deliberate, to protect them from targeted fraud: a public list of names and job titles tells criminals whom to impersonate, and whom to target with phishing or pressure in order to reach customers' accounts and money. The legally required details, including the managing director who represents the company, remain public in the commercial register and the legal notice.

What this means when someone claims to work for Pinnora

Any profile or person claiming to work for Pinnora is therefore **not authorised to act or speak for Pinnora**, and should be treated as false unless we confirm it in writing from an official Pinnora address (see section 13). This applies whether the claim is made on a social network such as LinkedIn, in a chat app, by telephone or in an unsolicited e-mail. Pinnora's staff never contact customers through social media or private messages.

How to check whether someone represents Pinnora

1. **Do not act on the message yet.** Do not send money, codes, documents or personal details, and do not follow its links.
2. **Write to us yourself** at helpdesk@mypinnora.com, typing the address yourself, or open a support ticket in the app. Tell us the person's name, how they contacted you, the profile, address or number they used, and what they asked for. Screenshots help.
3. **We will reply in writing** from an official Pinnora address, telling you whether the person is authorised to act for Pinnora. Until you have that reply, treat the claim as false.

What Pinnora will never ask you to do

Pinnora will never	What to do instead
Ask for your password	Only the app's own sign-in and confirmation screens ask for it
Ask for a one-time code, a six-digit e-mail code or a recovery code	Never give a code to anyone, including someone who says they are from Pinnora

Pinnora will never	What to do instead
Ask you to pay into a personal bank account or a personal crypto wallet	Use only the payment details the app itself shows for your deposit
Give you payment details anywhere but in the app	Treat payment details sent by message, call or e-mail as fraudulent
Ask you to install software that controls your device	Refuse, and end the conversation
Contact you through social media or private messages	Use support tickets and the official e-mail addresses in section 13
Offer a job that requires a fee, equipment, moving money or sending identity documents	Pinnora is not hiring at present; report the offer

How to report an impersonator

If you come across a person, profile, website, e-mail or job offer that uses the Pinnora name and that you think may be fake, please report it to **helpdesk@mypinnora.com** with:

- a link to the profile, page or post, or the address or number used;
- screenshots of what was said or sent, and when;
- whether you have sent money, documents or codes, so that we can tell you what to do next.

Impersonating Pinnora or its staff is prohibited by the terms of service. Pinnora may report impersonation and fraud to the platform concerned and, where it may be criminal, to the police. If you have already lost money, report it to your bank or wallet provider and to the police without delay.

> **If you gave someone your password or a code**
>
> Change your password at once in the app, opened yourself at mypinnora.com/app/. This signs out every other device. Check the Security centre for devices you do not recognise, then open a support ticket so that we can review the activity with you.

CHAPTER 13

13
How to verify official Pinnora channels

Domains, addresses and the app

Fraudsters copy logos and page designs easily, but they cannot use Pinnora's own web addresses. Checking the address is one of the most effective habits a customer can have.

Official web addresses

Address	What it is
mypinnora.com	The Pinnora website: product pages, fees, help centre, legal notice, terms and privacy policy
mypinnora.com/app/	The Pinnora app, which opens in a web browser and can be added to a phone's Home Screen; there is nothing to download from an app store
auth.pinnora.tech	Pinnora's sign-in service, used by the app during sign-in
pinnora.tech	Pinnora's service domain, used for sign-in and for e-mails the service sends

A look-alike address, with extra words, hyphens, misspellings or a different ending (for example "pinnora-app", "mypinora" or "pinnora.co"), is not Pinnora. Pinnora is served over HTTPS only; a browser should always show a secure connection.

Official e-mail addresses

Address or domain	Used for
helpdesk@mypinnora.com	Support, complaints, privacy requests, reports of impersonation and security weaknesses
compliance@mypinnora.com	Identity checks
legal@mypinnora.com	Legal matters, official requests and questions about this document
Addresses ending in @pinnora.tech	Automated e-mails the service sends, such as notifications, security alerts and ticket replies

Genuine Pinnora e-mails come only from the domains **mypinnora.com** and **pinnora.tech**. A sender name can be faked, so check the address itself. Even a genuine-looking e-mail should never be answered with a password or a code.

Official ways to contact us

- A support ticket from the Support screen in the app (ticket numbers start T-).
- E-mail to helpdesk@mypinnora.com, or compliance@mypinnora.com for identity checks.

- Replies to e-mails Pinnora has sent.
- Post to Pinnora Technologies GmbH, Güldenhofer Ufer 4, Treptow-Köpenick, 12437 Berlin, Germany.

Pinnora's staff do not contact customers through social media or private messages. The contact page lists no telephone, chat-app or social-network support channel.

Payment details

The only valid payment details for a deposit are the ones the app shows for that deposit, inside the signed-in app. Pinnora never sends deposit details by e-mail, message or telephone, and never asks for payment to an account in a person's name.

> **A thirty-second check**
>
> Is the address exactly mypinnora.com, or a pinnora.tech service address? Did you open the app yourself? Is anyone asking for a password, a code, or money to a personal account? If anything does not fit, stop and write to helpdesk@mypinnora.com.

CHAPTER 14

14
Intellectual property and trade marks

What belongs to Pinnora, and how others' names appear

The text, design, graphics and code of the website mypinnora.com and of the Pinnora app belong to Pinnora Technologies GmbH, except where stated otherwise.

The Pinnora name and logo

The Pinnora name and logo, the app, the website and their content belong to Pinnora or its licensors. Customers may use the app for their own account under the terms of service, personally and non-transferably, while their contract lasts, and may not otherwise copy, change or distribute them except as the law allows. Using the Pinnora name or logo to suggest a connection with Pinnora that does not exist, including in a social-media profile, a website or a job advertisement, is not permitted, and may be reported as described in section 12.

Names and logos of other companies

The names and logos of the companies, funds and digital assets that appear on the website and in the app belong to their owners. They are shown only to identify the asset concerned, and **do not mean that any of those owners works with or endorses Pinnora**. Third-party content, such as prices, charts and asset logos, belongs to its owners and is shown for information.

No partnerships implied

This document names no business partners, and nothing in it or on the website should be read as a statement that any bank, exchange, fund manager or other company has a commercial relationship with Pinnora or vouches for it. Pinnora's published materials describe the service providers it uses by their function, as section 7 does, rather than by name.

Fonts and open-source material

The Lexend typeface, used on the website, in the app and in this document, is used under the SIL Open Font License.

Links to other websites

Pinnora is not responsible for other websites it links to, such as the commercial register portal or the VIES service referred to in section 2. Those sites have terms and privacy policies of their own.

Reporting an infringement

Anyone who believes something on the website or in the app infringes their rights can write to helpdesk@mypinnora.com with the address of the page and what is wrong, so that it can be put right or taken down.

CHAPTER 15

15
Contact details and document control

How to reach us, and this document's version

Company details

Provider	Pinnora Technologies GmbH
Address	Güldenhofer Ufer 4, Treptow-Köpenick, 12437 Berlin, Germany
Represented by	Sergio Mayo Rieken, managing director (Geschäftsführer)
Register	Amtsgericht Berlin-Charlottenburg, HRB 213711
VAT identification number	DE456970576
Website	mypinnora.com
App	mypinnora.com/app/

How to reach us

For	Contact
Anything about your account or money	A support ticket from the Support screen in the app
General questions, complaints, privacy requests	helpdesk@mypinnora.com
Identity checks	compliance@mypinnora.com
Legal matters and official requests	legal@mypinnora.com
Checking whether someone represents Pinnora	helpdesk@mypinnora.com
Reporting an impersonator, a fake profile or a fake job offer	helpdesk@mypinnora.com
Reporting a security weakness	helpdesk@mypinnora.com
Post	Pinnora Technologies GmbH, Güldenhofer Ufer 4, Treptow-Köpenick, 12437 Berlin, Germany

When writing about an account, please write from the e-mail address on the account and mention your @username. Never include a password, a code, card numbers or photos of identity documents in an e-mail.

Where to find more

Page	Address
Legal notice	mypinnora.com/legal
Terms of service	mypinnora.com/terms
Privacy policy	mypinnora.com/privacy
Security	mypinnora.com/security
Fees and funding	mypinnora.com/fees
About Pinnora	mypinnora.com/about
Contact	mypinnora.com/contact
Frequently asked questions	mypinnora.com/faq

Document control

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This document reflects the company's registration details and the pages of mypinnora.com as they stood on 10 November 2026. Rates, fees, limits and product features can change; the app shows the figures that apply before a customer confirms, and the published terms of service and privacy policy prevail over this summary. Pinnora will publish a new version of this document when its contents change materially.