

## **eToro USA E-Sign Consent to Use of Electronic Records and Signatures (“E-Sign Consent”) and Disclosure Policy**

As part of the Customer relationship with one or both of the eToro Entities (eToro USA LLC, which offers cryptocurrency trading, and/or eToro USA Securities Inc., which offers stock, exchange-traded fund, and option trading), we want to ensure you have all the information the Customer needs to manage their accounts. We are required by law to give you certain information “in writing”, which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use electronic records and signatures in our relationship with you and therefore before you use our Electronic Services you must review and consent to the terms outlined below. References to the eToro Entities may include one or both of the entities noted above. Residents of Hawaii, Nevada, New York, Puerto Rico, and the US Virgin Islands will only have an account and relationship with eToro USA Securities Inc.

All capitalized terms not defined shall have the meaning ascribed to them in the Agreements. The Customer agrees to transact business with the eToro Entities electronically. By electronically signing the Agreements, the Customer acknowledges and agrees that such electronic signature is valid evidence of the Customer’s consent to be legally bound by the Agreements and such subsequent terms as may govern the use of the Platform. The use of an electronic version of any document fully satisfies any requirement that the document be provided to the Customer in writing. The Customer accepts notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. Customer understands that, if required by applicable law, or if eToro decides in its sole discretion, the eToro Entities may provide you with notices by other means, including emails linking to the Platform, other emails, or text messages. The electronically stored copy of the Agreements on the Website (such as the documents in eToro’s [“Disclosure Library”](#)) are considered to be the true, complete, valid, authentic and enforceable record of the Agreements, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. The Customer agrees to not contest the admissibility or enforceability of the eToro Entities’ electronically stored copies of the Agreements.

In addition, if the Customer requests other Services provided by an eToro Entity that require the Customer to agree to specific terms and conditions electronically (through clicks or other actions) or otherwise, such terms and conditions will be deemed an amendment and will be incorporated into and made part of the relevant Customer Agreement.

### **1. Consent to Electronic Delivery of Documents**

- A. Consent. By agreeing to electronic delivery, the Customer is giving informed consent to electronic delivery of all Agreement Documents, as defined below, other than those the Customer has specifically requested to be delivered in paper form. “Agreement Documents” include notices, disclosures, current and future account statements, regulatory communications (such as prospectuses, proxy solicitations, and privacy notices), trade confirmations, tax-related documents, and any other information, documents, data, and records regarding the Accounts, the Agreements (including, without limitation, amendments to the Agreements),

and the Services delivered or provided to the Customer by an eToro Entity, the issuers of the securities or other property in which the Customer invests, and any other parties. The Customer agrees that the Customer can access, view, download, save, and print any Agreement Documents received via electronic delivery for the Customer's records.

- B. Electronic Delivery System. The Customer acknowledges each of the eToro Entities' primary methods of communication with the Customer include: (i) posting information on the Website, (ii) providing information via the App, (iii) sending email(s) to the Customer's email address of record, and, to the extent required by law, (iv) providing the Customer with notice(s) that will direct the Customer to the App or the Website where information can be read and printed. Unless otherwise required by law, each eToro Entity reserves the right to post Agreement Documents on the Website without providing notice to the Customer. Further, each eToro Entity reserves the right to send Agreement Documents to the Customer's postal or email address of record, or via the App or Website. The Customer agrees that all Agreement Documents provided to the Customer in any of the foregoing manners are considered delivered to the Customer personally when sent or posted by an eToro Entity, whether the Customer receives it or not.

All e-mail notifications regarding Agreement Documents will be sent to the Customer's e-mail address of record. The Customer agrees to maintain the e-mail address provided to the eToro Entities until the Customer provides the eToro Entities with a new one. The Customer understands that e-mail messages may fail to transmit promptly or properly, including being delivered to SPAM folders. The Customer further understands that it is their sole responsibility to ensure that any emails from an eToro Entity are not marked as SPAM. Regardless of whether or not the Customer receives an e-mail notification, the Customer agrees to check the Website regularly to avoid missing any information, including time-sensitive or otherwise important communication. If the Customer authorizes someone else to access the e-mail account provided to an eToro Entity, the Customer agrees to tell the authorized individual to share the Agreement Documents with the Customer promptly, and the Customer accepts the risk that they will see sensitive Account information. The Customer understands that if a work e-mail address or computing or communications device is used for Account access the employer or other employees may have access to the Agreement Documents.

Additionally, the Customer acknowledges that the internet is not a secure network and agrees that the Customer will not send any confidential information, including, without limitation, Account numbers or passwords, in any unencrypted e-mails. The Customer also understands that communications transmitted over the internet may be accessed by unauthorized or unintended third parties and agrees to hold the eToro Entities and their Affiliates, and each eToro Entities' and Affiliates' respective directors, officers employees and agents harmless for any such access regardless of the cause.

The Customer agrees to promptly and carefully review all Agreement Documents when they are delivered and notify the relevant eToro Entity in writing within five (5) calendar days of delivery if there is objection to the information provided (or other such time specified in the Agreements). If the Customer fails to object in writing within such time, the relevant eToro Entity is entitled to treat such information as accurate and conclusive. The Customer will contact the relevant eToro Entity to report any problems with accessing the Agreement Documents. Customers should regularly review the documents in the eToro "[Disclosure Library](#)."

- C. Costs. Potential costs associated with electronic delivery of Agreement Documents may include charges from internet access providers and telephone companies, and the Customer agrees to bear these costs. The eToro Entities will not charge the Customer additional online access fees for receiving electronic delivery of Agreement Documents.
- D. Revocation of Consent. Subject to the terms of the Agreements, the Customer may revoke or restrict consent to electronic delivery of Agreement Documents at any time by notifying the relevant eToro Entity in writing of the intention to do so. The Customer also understands that the Customer has the right to request paper delivery of any Agreement Document that the law requires eToro to provide to the Customer in paper form. eToro will not treat the Customer request for paper copies as a withdrawal of consent to electronic delivery of Agreement Documents. The Customer understands that if revoking or restricting consent to electronic delivery or requesting paper delivery of Agreement Documents, eToro, in its sole discretion, may charge the Customer a reasonable service fee for the delivery of any Agreement Documents that would otherwise be delivered to the Customer electronically, restrict or close the Account(s), or terminate the Customer's access to the Platform. The Customer understands that neither the revocation or restriction of consent, nor the request for paper delivery, nor the relevant eToro Entities' delivery of paper copies of Agreement Documents will affect the legal effectiveness or validity of any electronic communication provided while consent was in effect.
- E. Duration of Consent. Customer consent to receive electronic delivery of Agreement Documents will be effective immediately and will remain in effect unless and until either the Customer or eToro revokes it. The Customer understands that it may take up to three (3) business days to process a revocation of consent to electronic delivery, and that the Customer may receive electronic notifications until such consent is processed.
- F. Hardware and Software Requirements. The Customer understands that in order to access the Platform, utilize the Services and receive electronic deliveries, the Customer must have access to a computer or Mobile Device, a valid e-mail address, and the ability to download such applications as eToro may specify and to which the Customer has access. The Customer also understands that if the

Customer wishes to download, print, or save any information, that the Customer must have access to a printer or other device in order to do so.

- G. Consent and Representations. The Customer hereby agrees to have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, the Customer hereby agrees to all conditions outlined above with respect to electronic delivery of any Agreement Document. The Customer will maintain a valid e-mail address and continue to have access to the internet.

Last Updated: November 14, 2024