# TERMS AND CONDITIONS - ETORO USA CRYPTO CASHBACK

Last update: August 26, 2025

These Terms and Conditions (the "**Promotion T&Cs**") govern and apply to the Promotion described herein (the "**Promotion**") to be conducted by eToro USA LLC ("**Sponsor**" or "**eToro**"). eToro is a money services business registered with the Financial Crimes Enforcement Network (<u>FinCEN</u>) and is a licensed money transmitter in many <u>states</u> that offers cryptocurrency trading services. This Crypto Cashback Program is a promotion intended to help eligible customers by rewarding them by returning some of their trading <u>fees</u> paid to eToro for crypto purchases as a thanks for their loyalty and trust. Neither this Promotion, nor any of the related content, is an investment recommendation by eToro.

The Promotion T&Cs apply specifically to the Promotion and are supplemental to the eToro terms and conditions (the "eToro T&Cs") that apply to users of the eToro platforms generally, including Promotion participants, and can be found <a href="here">here</a>. In addition, the following policies are incorporated by reference and are applicable to Participants in the Promotion: the eToro Privacy Policy and the eToro Privacy Notice, which can be accessed <a href="here">here</a> ("eToro Privacy Policy"); and the eToro Cookie Policy which can be accessed <a href="here">here</a>.

Sponsors reserve the right to change, revise, and modify these Promotion T&Cs and the Promotion. Your continued participation in the Promotion after such change, revision, or modification constitutes your acceptance of the same.

## 1. <u>Definitions and Interpretation</u>

Unless the context otherwise requires, the following words and expressions shall have the meaning set out below:

1.1 "Allowable states/territories" means the states and territories listed as available on the following webpage: <a href="https://www.etoro.com/en-us/trading/live-states/">https://www.etoro.com/en-us/trading/live-states/</a>. Please note, residents of New York, Nevada, Hawaii, Puerto Rico, and US Virgin Islands are not eligible for crypto trading nor this Promotion. eToro may amend the list of Allowable states/territories by adding or removing states/territories at its sole and exclusive discretion.

- 1.2 "Crypto Trading Fees" means the 1% trading fee that eToro charges for the buying and selling of cryptocurrencies on its platform. Spreads are not included in this Promotion.
- 1.3 **"Eligible Participants"** means the Participants who are eligible for a Reward if they satisfy the requirements in section 4 and the rest of these Promotion T&Cs.
- 1.4 "eToro Account" means the money services business account that a Participant must have opened and funded before successfully completing the Promotion and receiving a Reward.
- 1.5 "Promotion Period" refers to the start and end dates of the promotion, September 1, 2025 through February 28, 2026. The Promotion Period is subject to change and eToro reserves the right to extend or limit promotions, change eligibility criteria, or discontinue promotions especially if fraudulent behavior is detected.
- 1.6 "Qualification Period" refers to the start and end dates of the qualifying activity that Participants must complete in order to be eligible for rewards. Only deposits totalling at least \$500 and successfully completed in September 2025 are eligible to be counted towards the potential Reward calculation ("Qualifying Deposit").
- 1.7 "Participants" means eToro customers who participate in the Promotion.
- 1.8 "Promotion Criteria" means the criteria for the Reward as described in section 4 below.
- 1.9 "Reward", "Cashback" and "Cashback Reward" are used interchangeably and refer to the reward(s) detailed in section 4 below that will be paid by eToro on behalf of Sponsor to the Eligible Participants who satisfy the Promotion Criteria. Rewards will be added to a Participant's eToro Account.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the eToro T&Cs unless the context shall otherwise require.

#### 2. General Promotion Description:

This Promotion rewards Sponsors' customers with cashback on crypto trading <u>fees</u> for a period of six months (Promotion Period). To qualify for the Promotion, new or existing eToro account holders must deposit at least \$500 into their account during the month of September 2025 (the Qualification Period).

The Cashback rate granted for the Promotional Period shall be determined by the total dollar amount of Qualifying Deposits made by Participants into their eToro Account during the Qualification Period per the table below.

Deposit Amount in Sept. 2025	Cashback % For Six Months
\$500 - \$4,999	20%
\$5,000 - \$19,999	30%
\$20,000+	40%

# 3. **Qualifying Terms:**

A Participant may participate in the Promotion if they complete the steps below (the "Qualifying Terms"):

- 3.1 complete registration to open the required eToro Account;
- 3.2 be fully verified by eToro pursuant to its policies and procedures;
- 3.3 successfully make a new deposit of \$500 or more during the Qualification Period (September 2025);
- 3.4 meet, accept, and agree to eToro's T&Cs and the eToro Privacy Policy;
- 3.5 be a resident of one of the Allowable States/territories; and
- 3.6 **not** be: (a) a household member of an eToro employee, an employee of an eToro affiliate; or (b) a person involved in any part of the administration and execution of this Promotion.

## 4. Eligibility for Rewards

A Participant who meets the Qualifying Terms above <u>and</u> the following Promotion Criteria during the Promotion Period (the "Eligible Participants") will be eligible to receive the Reward(s) detailed below, subject to these Promotion T&Cs:

#### The Promotion Criteria and Reward

After making a Qualifying deposit, Eligible Participants will receive a percentage of their crypto trading fees as cashback each month, for six months.

- Deposit between \$500 \$4,999 in September 2025. Get 20% of Crypto Trading Fees back.
- Deposit between \$5,000 \$19,999 in September 2025. Get \$30% of Crypto Trading Fees back.
- Deposit \$20,000+ in September 2025. Get 40% of Crypto Trading Fees back.

A minimum account balance (cash and/or crypto assets values combined) equal to the minimum qualifying deposit amount for the Participant's respective qualifying deposit tier (\$500, \$5000 or \$20,000) must be retained in the Participant's eToro account for the duration of the Promotional Period in order for the Participant to continue receiving their Reward on a monthly basis.

Rewards will be distributed to Eligible Participants within 14 business days following the end of each month and will appear in both account statements and portfolio history. For example, a \$15 amount of crypto fee cashback based on fees generated from trading activity during October 2025 will be credited within 14 business days after October 31, 2025.

Only crypto positions that were manually opened after the start of the Promotion will be eligible for Rewards. CopyTrade positions, Smart Portfolio positions, and wallet transfer transactions will not count towards any cashback Reward calculations.

#### 5. The Rewards

- 5.1 If you accept a Reward, you are solely responsible for all applicable taxes related to accepting the Reward. eToro shall make deductions from any Reward amounts granted to the Eligible Participants to the extent required under any applicable law.
- 5.2 Rewards are personal and non-transferable to other individuals.
- 5.3 Eligible Participants' eToro Account balance may be withdrawn pursuant to eToro Terms and Conditions. However, the minimum deposit amount needed to qualify for the Participant's Cashback Rate must be retained in the Participant's eToro Account for the duration of the Promotion Period in order to continue receiving Rewards.
- 5.4 Rewards must reach at least \$1 per month in order to be processed and paid. Rewards will be rounded to the nearest cent. The maximum Reward amount per account per month is \$10,000.
- 5.5 eToro will deposit the applicable Reward in the eToro Account of each of the Participants who satisfied the Promotion Criteria and all other requirements in these Promotion T&Cs for the applicable month.
- 5.6 The Reward is not valid in conjunction with any other promotions, discounts, or promo codes, unless otherwise stated.
- 5.7 eToro may terminate and/or shorten, at its sole discretion, the Promotion, at any time before the expiration of the Promotion Period, or it may extend the Promotion following the lapse of the Promotion Period. eToro reserves the right to stop, deny, withhold, or withdraw the Promotion (or other promotions) at its sole discretion at any time.

## 6. Additional Terms

6.1 The eToro Cashback Program is not designed to alter or modify Participants' risk preferences or to encourage them to trade in a manner inconsistent with their trading strategies and risk appetites. By participating in the Promotion, Eligible Participants acknowledge that the Cashback Program shall not be deemed and does not constitute a solicitation on behalf of eToro for their engagement in transactions in financial products, or any type of investment advice or recommendation. eToro makes no, and hereby disclaims, any and all representations or warranties of any kind which may be construed as investment

- advice or a recommendation or promotion of any transaction or other financial product or trading or investment strategy.
- 6.2 Any person who received a notice of this Promotion from other customers or other third parties (including by way of text messages, emails, and other electronic means) and not directly from eToro may not be able to qualify to participate in the Promotion.
- 6.3 In any case of contradiction between these Promotion T&Cs and any publication circulated via an email, push notification, banner, newsletter, button or other similar method sent to you by eToro or by any such other publication means elected by eToro in connection with the Promotion ("Promotion Publication"), these Promotion's T&C shall prevail unless specifically stated otherwise within such Promotion Publication.
- 6.4 These Promotion T&Cs are in addition to and should be read together with the eToro T&Cs and the eToro Privacy Policy. Your participation in the Promotion and the use of any Reward or other benefit, and your use of any application, software, and websites in connection with such activity will be deemed to be bound by these Promotion's T&Cs, the eToro T&Cs, and the eToro Privacy Policy.
- 6.5 At any given time, eToro may ask the Participant to provide personal identifiable information. eToro reserves the right to limit, block access to its services, and/or terminate the user's eToro Account if such information is not provided. By providing eToro with the information and registering with eToro, the Participant is confirming that any information provided is correct, accurate, updated, and complete.
- 6.6 Without limitation of any provision set forth in the the <u>eToro T&Cs</u> and <u>eToro Privacy Policy</u>, eToro will retain a Participant's name, email address, and any other personal data that you shall provide to us during the registration or otherwise, or during subsequent correspondence ("**Personal Information**") in order to participate in the Promotion and/or for marketing activities. Each Participant has the right to access and rectify your Personal Information, in accordance with data protection laws, by contacting eToro Customer Service at <a href="https://www.etoro.com/en-us/customer-service/">https://www.etoro.com/en-us/customer-service/</a>.
- 6.7 Users who attempt to abuse the Promotion will forfeit their Reward. If any Participant is attempting to compromise the integrity or the legitimate operation of the Promotion or by cheating or committing fraud or manipulation in any way, including by providing false details or by false registration, eToro may seek

- damages from such Participant to the fullest extent permitted by law. Further, eToro may refrain from granting Rewards and/or deduct any such amounts that were given to such Participant under the Promotion and/or ban Participant from participating in any of eToro's future promotions.
- 6.8 If eToro suspects that a User (whether alone or with others) has manipulated or abused (or attempted to do so) the Promotion and/or otherwise acted in bad faith towards us or in a fraudulent manner, eToro reserves the right, at its sole discretion, to take the following actions with respect to any such user and/or to any person we consider is acting in concert with such user: (i) temporarily or permanently, block, suspend or terminate the services under such user's eToro Account or an affiliate (or any portion thereof and close such account), and/or (ii) remove and/or deduct any benefit which might have been granted to such user (taking into account any loss sustained which will be fully recognized by user); and/or (iii) remove and/or deduct any profits gained by such user as a result of such manipulation or abuse, including by closing any open positions in the applicable user's account(s) with eToro or an affiliate, and/or (iv) deny, withhold, or withdraw that user from the Promotion and any future other promotion.
- 6.9 Users opening or operating multiple eToro Accounts to fraudulently benefit from the Promotion will not be entitled to receive any Reward under the Promotion. For the purpose hereof, eToro may determine, in its sole discretion, that several eToro Accounts maintained under the same household/control/ownership shall be considered as a single eToro Account.
- 6.10 The Promotion is provided by eToro USA LLC (a money services business registered with the Financial Crimes Enforcement Network) and eToro USA Securities Inc. (a broker-dealer registered with the Securities and Exchange Commission). The Promotion will be governed by the laws of Delaware, but Participants must only participate in the Promotion if it does not violate any applicable local laws.
- 6.11 For any questions, you may have you may communicate with eToro via our Customer Service Center <a href="https://www.etoro.com/en-us/customer-service/">https://www.etoro.com/en-us/customer-service/</a>.

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