

## AUD Account Terms and Conditions

Effective as of: October 2025

### CONTENTS

| CLAUSE                                                                     | PAGE |
|----------------------------------------------------------------------------|------|
| 1. ABOUT US AND OUR SERVICES .....                                         | 2    |
| 2. THE AUD ACCOUNT SERVICES.....                                           | 2    |
| 3. COMMUNICATING WITH YOU.....                                             | 4    |
| 4. IMPORTANT INFORMATION ABOUT THE AUD ACCOUNT .....                       | 7    |
| 5. PAYMENTS IN .....                                                       | 7    |
| 6. PAYMENTS OUT .....                                                      | 8    |
| 7. THIRD PARTY PROVIDERS.....                                              | 8    |
| 8. NEGATIVE BALANCES .....                                                 | 8    |
| 9. AUTHORISING PAYMENTS.....                                               | 9    |
| 10. CANCELLING PAYMENTS .....                                              | 9    |
| 11. FEES AND LIMITS .....                                                  | 9    |
| 12. PAYMENT PROCESSING TIMES.....                                          | 10   |
| 13. WHAT YOU CAN DO TO KEEP YOUR ACCOUNT, AND SECURITY DETAILS SECURE..... | 10   |
| 14. CLOSING YOUR AUD ACCOUNT.....                                          | 10   |
| 15. BLOCKING ACCESS .....                                                  | 11   |
| 16. STOPPING OR REFUSING PAYMENTS .....                                    | 12   |
| 17. REFUNDING YOU WHEN SOMETHING HAS GONE WRONG .....                      | 12   |
| 18. SET OFF RIGHTS.....                                                    | 13   |
| 19. OUR RESPONSIBILITY FOR LOSSES .....                                    | 14   |
| 20. OVERSEAS RESIDENTS.....                                                | 15   |
| 21. BEREAVEMENT .....                                                      | 15   |
| 22. ASSIGNMENT AND NOVATION .....                                          | 15   |
| 23. CHANGING THE TERMS OF OUR AGREEMENT WITH YOU.....                      | 16   |
| 24. SEVERABILITY .....                                                     | 16   |
| 25. PERSONAL DATA AND PRIVACY .....                                        | 16   |
| 26. OUR INTELLECTUAL PROPERTY .....                                        | 17   |
| 27. COMPLAINTS.....                                                        | 17   |
| 28. GOVERNING LAW AND JURISDICTION .....                                   | 17   |
| 29. DEFINITIONS AND INTERPRETATION .....                                   | 18   |
| SCHEDULE 1 – ETORO MONEY CARD .....                                        | 20   |

## Part 1 – Our relationship with you and our services

### 1. ABOUT US AND OUR SERVICES

- 1.1 Thank you for opening AUD Account. These Terms along with the fees page, Privacy Policy and the Acceptable Use Policy – all of which are available on our [Website](#), and any other policy or document referred to in these Terms and conditions contain important information about the AUD Account Services and Add-On Services (as described in clause 2.1 below) and together form a legal agreement between eToro AUS Capital Limited ACN 612 791 803 AFSL 49113 ("**we**", "**us**", "our" or "**eToro**") and you (the "**Agreement**" or the "**Terms**"). Other entities within the eToro Group may offer you other services which will be subject to separate terms and conditions between you and the specific eToro service provider.
- 1.2 By using the AUD Account Services, and, if relevant to you, the Add-On Services, you are agreeing to adhere to these Terms in relation to your use such services, so please read them carefully. The current version of the Agreement is available on our [Website](#). You can also request a copy of the Agreement at any time. We may charge you a reasonable fee to cover our costs where you ask us to provide you with additional or more frequent information, or to provide you with information in a form or manner other than as specified in these Terms.
- 1.3 eToro AUS Capital Limited is licensed and regulated by the Australian Securities and Investments Commission. ("**ASIC**") to issue non-cash payment facilities under the Corporations Act 2001 (Cth) in Australia.
- 1.4 Particulars of the licence issued to eToro (the "**Licence**") and the specific services covered by that Licence may be obtained from us.
- 1.5 When and if required, eToro retains the right to unilaterally alter these Terms as better explained in Part 3 - below. Any changes that may adversely affect users will be notified to users accordingly, however you are advised to frequently check these Terms to keep up to date on any amendments.
- 1.6 At all times eToro is not required to provide any of the services as set out in these Terms to the extent that it would be unlawful to do so.
- 1.7 Notwithstanding any other clauses in this Agreement, we do not represent or warrant that the AUD Account Services or Add-On Services will be without interruption, error free, or will meet your individual requirements, or compatible with your hardware or software, except as otherwise set out in this Agreement. We will, from time to time, be required to perform maintenance, planned or otherwise, which will affect or disrupt some or all of the services. We will endeavour to notify you beforehand of any maintenance and/or disruption to the services, or where this is not done, as soon as possible afterwards.

### 2. THE AUD ACCOUNT SERVICES

- 2.1 The services which we may agree to provide to you are set out below:
- (a) AUD account/s which can be accessed through your Trading Platform Account (the "**AUD Account Services**");
  - (b) Any other services which we may from time to time determine to make available, including the eToro Money Card (the "**Add-On Services**"). You will not be entitled to be provided with our Add-On Services if you do not have an AUD Account.
- 2.2 Some of the Terms in this Agreement only apply to certain services. If you do not use those services or if they are not yet available, then those Terms will not be part of your Agreement with us. Whilst we will always make every effort to be clear which Terms apply to which service, please contact us if anything is unclear. The Agreement applies as follows:

**General Terms of this Agreement apply to your AUD Account and all Ad-On Services**

**Schedule 1 of this Agreement contains Terms which apply to your eToro Money Card in addition to these Terms. These terms shall apply when, and to the extent that, the eToro Money Card service is made available to you**

- 2.3 In order to open, maintain, and use the AUD Account as well as an Add-On Service, you will need to meet the primary eligibility criteria which must be satisfied by all eToro customers, and the Account specific eligibility criteria for the type of Account that you hold (please see clause 4.3 below for more information).
- (a) Primary eligibility criteria: if we discover and/or determine that you do not meet this eligibility criteria, or if you inform us that you no longer meet this eligibility criteria, we will close your AUD Account in accordance with clause 14. Upon Closing your AUD Account, we will cease to provide you with all Add-On Services, including but not limited to taking the steps detailed in paragraph 12 of Schedule 1;
- (b) Account specific eligibility criteria: if we discover and/or determine that you do not meet this eligibility criteria, or if you inform us that you no longer meet this eligibility criteria, we may at our sole discretion move you to a different account type where you do meet the eligibility criteria for that account type. If we decide to do so, we will provide you with 30 days written notice, where possible. Moving you from one Account type to a different Account type may result in a change to the Add-On Services, or any part thereof, as we will communicate to you at that time or as detailed on the [Website](#).
- 2.4 Information on the account specific eligibility criteria, and the benefits and fees for each are available on our [Website](#) and will enable you to assess whether or not you are eligible for an AUD Account and any applicable Add-On service. We draw your attention to clause 2.1 of this Agreement as a reminder that we do not currently offer any of our available Add-On Services to persons who do not have an AUD Account.
- 2.5 Subject to the Terms set out under section 3.7 of the Terms, you acknowledge, represent and warrant that except where we have agreed otherwise in writing, you may and can only open the AUD Account for your own behalf and not as the agent, attorney, trustee or representative of any other person.
- 2.6 You are expressly prohibited from opening or maintaining more than one AUD Account at any given time or holding an account jointly with another person. Upon becoming aware of any breach of either of these prohibitions, we reserve the right, in addition to the remedies available under Clauses 14 and 15, to take the following actions:
- a. Transfer any funds from any such additional account(s) to the corresponding AUD Account and
- b. Suspend or close any additional account(s) you have opened.
- 2.7 By completing the account opening process, you are requesting us to open an Account to fund and withdraw funds from your eToro Trading Platform Account and enable the ability to partake in other payment transactions available to you. This purpose will be applied by us in administering your electronic money services until you notify us otherwise and we acknowledge receipt of your variation or amendment.
- 2.8 We reserve the right not to accept your application and may reject your application to open an Account or subscribe to any one of our Account types, and/or to utilise any Add-On Service, to the extent permitted by law and without providing any reason for this.

- 2.9 You confirm that the information provided to eToro during the account opening process is correct. If any information which you have provided to us changes, you must tell us, in writing, as soon as possible, and no later than 30 days after the change takes place.
- 2.10 We may provide you with our services through your eToro Trading Platform Account in whole or part. eToro reserves the right to provide its services in other ways. These Terms apply regardless of how you access our services, even if specific reference is made to the service being accessed through a particular means.
- 2.11 You confirm that the information provided to eToro during the account opening process complete, accurate and not misleading. If you do not provide us with the required information, or if you provide inaccurate, incomplete or misleading information, we may not be able to open an Account, and we may freeze, block or close your AUD Account.
- 2.12 We may, from time to time, require additional information and/or documents (including as required by anti-money laundering regulations, combating terrorism financing and any other similar regulations applicable to us ( "AML/CTF"), as well as for anti-fraud measures or any other related internal procedures), or clarifications to information and/or documents which you have provided to us and any of our associates as defined in the *Corporations Act 2001*.
- 2.13 Subject to these Terms, you will be able to manage your Account, and any other Add-On Services (where applicable), from within the Trading Platform Account. You will be able to view your Account balances, transaction history, and all fees and limits which apply to your Account. You will also be able to download this information set out above at your convenience.
- 2.14 We are not responsible to ensure that the system through which you are accessing the Account (including the equipment and the software) conforms to the technical requirements as described on our [Website](#).
- 2.15 We are under no obligation to provide you with a physical receipt in connection with any transaction concluded using the Account. However, once a payment instruction has been accepted and/or a payment transaction has been successfully executed, you will be able to view the full transaction details in the Account subject to these Terms.
- 2.16 Balances and available funds reported on the Account are approximate real time balances rather than settled balances. This means that the balance may not be taking into account pending transactions. Once we receive information on any pending transactions, the information in the Account will be updated accordingly and will be made available to you subject to these Terms.

#### Rewards

- 2.17 We may offer you rewards for using your AUD Account and/or Add-On Services. Our rewards will be made available on our [Website](#), or may be communicated to you via email, and are subject to additional terms and conditions which will form part of the Agreement between you and us.

#### Marketing and promotions

- 2.18 All promotions which we offer will have specific terms and conditions which apply to that promotion. We can change or stop offering and/or providing a promotion in accordance with the terms and conditions of that promotion.

### **3. COMMUNICATING WITH YOU**

#### How we may contact you

- 3.1 We may communicate with you through the Account, [Website](#) or the Trading Platform. This includes sending instructions, notifications, announcements, and other communications to you via push notification. For the purpose of these Terms, we may treat you as if you have received and have been duly notified of any instruction, notification, announcement, or other communication, as soon as you open the Trading Platform and in any case no later than five (5) business days after such communication has been made available in the Trading Platform or the Account, unless another period, which shall be reasonable in the circumstances, is expressly specified in the communication.
- 3.2 In addition, we may communicate with you using a different method including via our [Website](#), by email, telephone and other electronic communication or delivery services. We will use the contact details you gave us when you open your AUD Account or the Trading Platform Account and as updated by you to us in accordance with these Terms.
- 3.3 If your details change, including your email address, contact numbers, name, home address, country of residence or nationality, you must tell us as soon as practicable. If you do not let us know, we may not be able to provide you with access to your Account & Ad-On Services, or provide related payments services, and you might not receive important information from us.
- 3.4 By accepting these Terms and using our services, you are confirming that you understand the English language so far as required to understand all these Terms. You also agree that you will communicate with us in the English language in as far as the legal relationship between us is concerned, including with respect to submitting and resolving any complaints.

If these Terms are translated into another language, such translation shall be provided to you for your convenience and reference, and the English language version shall prevail in case of interpretational conflict.

We will usually issue promotional, marketing and other information about eToro and our service offering in English. If we communicate with you in any other language, the English language version will always be treated as the official language of that communication and will prevail.

#### How you can contact us

- 3.5 If you have any questions about the Agreement, or would like to speak to us, you can contact us in the following ways:

---

|                                   |                                                                            |
|-----------------------------------|----------------------------------------------------------------------------|
| Within the eToro Trading Platform |                                                                            |
| Online                            | <a href="http://www.etoro.com">www.etoro.com</a>                           |
| By post                           | eToro AUS Capital Limited<br>Level 3, 60 Castlereagh St<br>Sydney NSW 2000 |

---

- 3.6 Subject to clauses 3.7 to 3.9, and clause 16.1, we reserve the right to treat every communication received from you or from an authorised representative, including any request, instruction, or transaction, whether received through the Trading Platform or otherwise, as being authorised by you. We reserve the right to, but are under no duty to, verify the identity or authority of the person making the communication, giving any request, giving any instruction, or effecting any transaction that we have reason to believe was made by you or your authorised representative.

#### Authorised representatives

- 3.7 You may appoint one or more authorised representative to act on your behalf, including to make a communication, request, instruction, transaction, or take other actions, with respect to the subject matter and services governed by this Agreement, by submitting a power of attorney in such format as we may reasonably require, together with supporting documentation as we may reasonably require. We may require the original or a certified copy of any power of attorney before acting upon it and will need to perform certain procedures including anti-money laundering verification checks on such representative(s) before accepting instructions from them.
- 3.8 Notwithstanding any clause in this Agreement, we reserve the right to restrict the ability of an authorised representative to access certain services or carry out certain actions on your behalf. In addition, we reserve the right to, but are under no duty to, request a written signature from you for any communication, request, instruction, or transaction, made by an authorised representative.
- 3.9 You will remain responsible for any communication, request, instruction, transaction, or any other action taken by any authorised representative(s), and we will treat all activity on your Account and applicable Add-On Service(s) which are carried out by the authorised representative as being carried out by you. Therefore, a reference to **"you"** in this Agreement, will include both you and your authorised representative(s) as appropriate.
- 3.10 We will continue to accept any communication, request, instruction, transaction, or any other action taken by any authorised representative(s), and we will treat all activity on your Account and applicable Add-On Service(s) which are carried out by the authorised representative as being carried out by you until such time that you deliver to us evidence of the termination of the power of attorney in such format as we may reasonably require, together with supporting documentation as we may reasonably require. We may require the original or a certified copy of any evidence of termination of a power of attorney before acting upon it.

## **Part 2 – Using your AUD Account**

### **4. IMPORTANT INFORMATION ABOUT THE AUD ACCOUNT**

- 4.1 Your AUD Account stores e-money issued by us, which is an electronic alternative to cash that can be used to pay for goods and services, either through the AUD Account or through the use of the Add-On Service(s). Your funds applied to acquire e-money are not a loan to or deposit with us. We hold our beneficial interest in a client bank account with an ADI with a BSB account number, the details of which we have notified you. We hold this account on trust for you and other persons in accordance with these Terms, in proportion to the balance of your respective e-money account (i.e., the AUD Account). Our liability to you in respect of your e-money balance is limited to the obligations set out in these Terms and only to the extent that we receive money from the ADI account number that is attributable to your e-money balance or breach these Terms.
- 4.2 From time to time, we may change the AUD Account details associated with your Account to one that is more closely aligned with the jurisdiction in which you reside or where we determine it is more appropriate based on operational requirements. Any such change will be communicated to you in advance, and your use of your Account will remain subject to these Terms.
- 4.3 We may offer different account types with different levels of benefits and fees. Each account type will have its own specific eligibility criteria (which are in addition to the primary eligibility criteria explained at clause 2.3 above).
- 4.4 To the extent permitted by law, our obligations to you as trustee or otherwise are limited to our express obligations under these Terms.
- 4.5 However, your money is kept separate from our own. When we receive your money, we will either cause it be placed into a dedicated client bank account held by us at an Australian ADI or in the account of another entity with an Australian ADI to enable payments to be made by that other Australian ADI as permitted by these Terms.
- 4.6 We are not required to pay you interest on the e-money we hold for you unless we disclose to you in writing that we will. Except to the extent that we have made such a disclosure in writing we are entitled to the interest, and you are not, and it shall not be credited to your Account. In some cases, we may decide to pay interest at our discretion. If we do, the relevant terms will be made available on our [website](#) and may change from time to time.

### **5. PAYMENTS IN**

- 5.1 When you or someone else pays money into the Account with an Australian ADI in which we have a beneficial interest and which is identified by reference to your AUD Account, the money will be credited to your AUD Account as e-money in your Base Currency equivalent to the value of the incoming payment. The credit will be made without delay, upon the receipt and clearance of the incoming payment. However, we may deduct any applicable fees.
- 5.2 You can pay money into your Account using different payment methods, including by bank transfer, by transferring available funds from your Trading Platform Account, or other methods which we may accept at our sole discretion from time to time. Third parties can also pay money into your Account, for example through a bank transfer.
- 5.3 When you or a third party pay money into your e Account by bank transfer, you or the third party must ensure to enter the correct bank account details, otherwise we may not be able to account for your payment.
- 5.4 The payment methods you can use to pay money into your AUD Account and any associated fees (if applicable) are available on our [Website](#).

- 5.5 We may need to introduce certain restrictions on the methods you can use to pay money into your AUD Account. We will keep you informed of any changes unless the law precludes us.

## 6. **PAYMENTS OUT**

- 6.1 You may use your AUD Account to make outgoing payments (i) to your own bank account, or (ii) to your Trading Platform Account. Outgoing payments to third parties will only be permitted once such functionality is made available and notified on our [Website](#).
- 6.2 When you use your AUD Account to make outgoing payments, we will deduct the value of the payment from the e-money balance in your AUD Account without delay. We may also deduct any applicable fees.
- 6.3 We will not be responsible for the outgoing payment once the funds have reached the recipient or the recipient's payment service provider.
- 6.4 You will not be able to make outgoing payments if there are insufficient funds (your funds are comprised of your available balance deducting any pending debits and credits in your Account) to cover the outgoing payment.

The payment out methods which we accept and any associated fees (if applicable) are available on our [Website](#). We may offer different payment methods depending on your Base Currency.

## 7. **THIRD PARTY PROVIDERS**

- 7.1 You can choose to allow a third-party payment provider ("**TPP**") to access information on your Account or make payments on your behalf from your Account, provided the TPP is authorised as required by any applicable law, and you have given your explicit consent. If you are thinking of using a TPP, you should first conduct your own checks.
- 7.2 We can refuse or stop access to a TPP if we're concerned it isn't acting lawfully or if we believe it is fraudulent or acting fraudulently. If that happens, we will contact you to explain why we have done so unless we believe that informing you of this would compromise our security or it may be unlawful. We will try to notify you beforehand if we refuse or stop access to a TPP, or where this is not possible, as soon as possible afterwards. We will restore the TPP's access to the Account once there is no longer a reason to deny access.

## 8. **NEGATIVE BALANCES**

- 8.1 You agree that should the balance of the AUD Account fall below zero, you will immediately top up the AUD Account to correct the negative balance and that this will be done immediately once we notify you. If there is a negative balance:
- (a) eToro may exercise its right to set-off in accordance with these Terms, meaning you give eToro the authority to seize any incoming balance of monies to correct a negative balance without us having to notify you in advance;
  - (b) initiation of chargeback procedure(s) as we consider appropriate for the transaction which led to the balance of the AUD Account falling below zero. This means the money you instructed us (as your agent) to pay to a third party would not be paid and the transaction will be reversed if executing it would cause the balance of your AUD Account to fall below zero;
  - (c) you will incur fees or charges as set out on our [Website](#);

- (d) eToro taking debt collection measures against you including, but not limited to, pursuing a claim in court. In such instances, we reserve the right to claim back any expenses reasonably incurred by us in connection with the debt collection.
- 8.2 In addition to any other right we may have under this Agreement or any applicable law, where we ask you to correct a negative balance and such request is not satisfied within seven (7) Business Days, you irrevocably authorise us, by way of security of our interests, to initiate a payment transaction for the amount of the negative balance (or the equivalent amount in another currency) from one of your other stored Cards or stored Accounts (if applicable) or any available balance in your Trading Platform Account (to the extent permitted by law).
- 9. **AUTHORISING PAYMENTS**
- 9.1 We will treat a payment transaction as being authorised by you when you do at least one of the following:
  - (a) execute the payment transaction through the use of a TPP in accordance with these Terms;
  - (b) use the AUD Account to instruct a transfer of money out of your AUD Account to a recipient;
  - (c) set up a Direct Debit instruction / mandate / standing order, if applicable.
- 9.2 If you provide an instruction for a payment transaction more than once including separately completing the required authorisation procedure, we may assume that the instruction was not provided in error or by accident and may execute the transaction in accordance with the instructions.
- 9.3 A payment transaction instruction must contain all required information. Ambiguous or incomplete instructions may raise queries, which may lead to delays. We may at our discretion decline to process instructions if they are not clear, if they are not properly given or if we consider it inappropriate to process the transaction. To the extent permitted by law, we shall not, in any event, be liable for any losses that you may suffer or incur as a consequence of us acting or declining to act in any of such circumstances. To the extent permitted by law, you shall also be liable for losses if duplicate instructions are delivered to us, such as requesting the same transaction more than once.
- 9.4 In the event that an instant payment initiated by you fails, you authorise us to take such steps as we consider appropriate in our interests and, in your interests. To the extent permitted by law, we are not liable for taking or not taking any such steps and to extent to which we are liable and permitted by law, our liability is limited to the cost of supplying the services again or paying of the cost of having the services provided again.
- 10. **CANCELLING PAYMENTS**
- 10.1 A payment transaction cannot be cancelled and/or revoked once it has been received by us, unless otherwise stated in these Terms.
- 11. **FEES AND LIMITS**
- 11.1 The fees which apply to your AUD Account, and to the related services which are the subject of this Agreement, are available on our [Website](#) or the Product Disclosure Statement . We may increase or otherwise change our fees including adding additional fees. We will provide reasonable notice before any new or increased fee applies.
- 11.2 There may be limits on the volume and value of payments into and out of your AUD Account. The limits which apply to your Account are available on our [Website](#).

- 11.3 It is your responsibility to:
- (a) manage any limits applicable to your Account (where applicable);
  - (b) ensure that your AUD Account balance can cover all outgoing payments; and
  - (c) ensure that your AUD Account balance can cover all applicable fees.
- 11.4 If any transaction (which also includes fees applicable to the transaction) takes you over your AUD Account balance, or takes you over the limits which apply to your AUD Account, the transaction may be declined.
12. **PAYMENT PROCESSING TIMES**
- 12.1 We will execute payment transactions which we receive at the latest by the end of the next Business Day unless it would be contrary to law or impracticable because of a temporary failure or maintenance of our technological systems.
- 12.2 Some transactions may take time to process, particularly if the service is suspended, such as for maintenance reasons. We shall not be liable for any damages incurred or suffered by you as a result of any such delay. You accept that once a transaction has been processed, it will not be stopped, modified or delayed except in accordance with these Terms
13. **WHAT YOU CAN DO TO KEEP YOUR ACCOUNT, AND SECURITY DETAILS SECURE**
- 13.1 You must take all reasonable steps to keep your AUD Account and security details safe. This means that:
- (a) subject to clause 7 - TPPs, you must not share your security details with anyone;
  - (b) you must not let anyone else use your AUD Account;
  - (c) you must not leave your device unattended while you are logged into your AUD Account; and
  - (d) you must ensure that you are properly logged out of the Trading Platform Account when you are not using the AUD Account.
14. **CLOSING YOUR AUD ACCOUNT**
- 14.1 This Agreement between you and us will continue indefinitely unless you or we close all of your AUD Accounts, which will result in the closure of all of Add-On Services.
- 14.2 You can close a specific AUD Account at any time by contacting us.
- 14.3 We can close a specific AUD Account for any reason by giving you at least two (2) months' notice.
- 14.4 We can immediately close a specific AUD Account if:
- (a) we require you to provide us with information under clause 2, to enable us to comply with our obligations under Applicable Law and any regulatory restrictions that may apply, including AML restrictions and/or internal procedures, and you cannot or do not provide us with the information, or the information you provide to us is inaccurate, incomplete or misleading;
  - (b) we suspect your AUD Account is being or has been used in an unauthorised, fraudulent, or illegal manner;

- (c) if we suspect that your AUD Account is being or has been used in connection with, or is about to be used in connection with, any transaction or activity which may be illegal, fraudulent, or prohibited under the Acceptable Use Policy;
- (d) if we suspect that you are or have been in breach of the Acceptable Use Policy;
- (e) we have reasonable grounds to believe that you are or have been in breach of this Agreement;
- (f) you do not meet the eligibility criteria for the e AUD Account, as provided on our [Website](#), which includes the criteria for you to have an account with eToro to utilise the eToro Trading Platform; or
- (g) we need to do so to comply with Applicable Law.

If we do this, we will tell you as soon as we can, unless we are prohibited from doing so under Applicable Law.

14.5 We will take the following steps in respect of the specific AUD Account which is being closed:

- (a) cancel all recurring payments / mandates / other instructions which have been set up for your AUD Account; and
- (b) once all payment transactions in your Account(s) have cleared, we will arrange for the available balance in your AUD Account(s), deducting any applicable fees, to be transferred to you. We will contact you to confirm your nominated recipient account of which you are the account holder.

14.6 Where applicable, charges for services levied on a regular basis shall be payable by you only proportionally up to the termination of this Agreement. If such charges are paid in advance, they shall be reimbursed proportionally.

14.7 All information on payments into and out of your AUD Account (under clauses 5 and 6 of the Agreement) will be available to you through the AUD Account, or by contacting us using the contact details provided at clause 3.5 of the Agreement, for five (5) years after you close your AUD Account. If you need to keep a copy of the information after then, or if you need to keep a copy of it outside the AUD account, you will need to download it. If you ask us to provide you with a paper copy of this information after your Agreement with us expires, we may charge you a reasonable fee in order to facilitate this request. Please see our [Website](#) for any applicable fee.

14.8 The termination of this Agreement shall be without prejudice to any other rights or remedies we or you may be entitled to under these Terms or by any Applicable Law.

14.9 Termination of these Terms by you pending an investigation conducted by us may result in eToro freezing your AUD Account. You will remain liable for any obligations related to your AUD Account even after it is closed.

## 15. **BLOCKING ACCESS**

15.1 Without prejudice to clause 14.4 of the Agreement we may restrict or block access to your AUD Account for security reasons and/or if we are concerned that your Account is being used in an unauthorised or fraudulent manner, or not in compliance with any Applicable Law or any regulatory restrictions that may apply, including AML restrictions.

15.2 If we do this, we will tell you as soon as we can, unless we are prohibited from doing so by Applicable Law.

15.3 We will unblock access to your AUD Account once the reasons for blocking no longer exist.

## 16. **STOPPING OR REFUSING PAYMENTS**

16.1 Despite any other of these Terms, we may stop or refuse to execute a payment transaction into or out of your AUD Account, in whole or in part, for the following reasons:

- (a) for security reasons including if we reasonably believe that the instruction or authorisation to execute the payment transaction is invalid or has not come from you;
- (b) if we suspect your AUD Account is being used in an unauthorised, fraudulent, or illegal manner;
- (c) if we suspect your AUD Account is being used in connection with, or is about to be used in connection with, any transaction or activity which may be illegal, fraudulent, or prohibited under the Acceptable Use Policy;
- (d) if we suspect you are in breach of the Acceptable Use Policy (or of similar restrictions, prohibitions, obligations or requirements) of any eToro group entity with which you are registered for receiving its services or products;
- (e) due to a lack of funds;
- (f) the payment will take you over any limits on the volume or value of payments applicable to your AUD Account;
- (g) if we have reasonable grounds to believe that you are in breach of the Agreement;
- (h) if we believe the payment transaction is potentially suspicious or illegal; and/or
- (i) because of errors, failures (whether mechanical or otherwise), refusals, insolvency, or reasonable suspicion of insolvency of suppliers, payment processors or payment schemes processing transactions.

16.2 If we do this, we will tell you as soon as practicable, unless we are prohibited from doing so under Applicable Law. You may correct any information we hold and which may have caused us to stop or refuse a transaction by contacting us.

16.3 To the extent permitted by Applicable Law, we reserve the right to send money in your Account to the Supplier, the payer, or your eToro Trading Account including to a relevant entity within the eToro Group if clause 16.1 applies. We will try to notify you when we do this, but there may be legal reasons that prevent us from doing so.

## 17. **REFUNDING YOU WHEN SOMETHING HAS GONE WRONG**

### Bank transfers and payments initiated by you

17.1 If you become aware that:

- (a) there is an unauthorised payment on your AUD Account; or
- (b) there is an incorrect payment, for example a payment was sent to the wrong recipient, in the wrong amount, or was not received by the recipient at all,

please contact us as soon as possible, and no later than 13 months of becoming aware of the above. Our contact details are set out at clause 3.5. You will not always be entitled to a refund, and we will not always be required to give you a refund or may reverse refunds which we've paid to you. Our obligations are set out below, please read them carefully.

- 17.2 With respect to payments not made in accordance with your instructions, we will usually refund you an amount to restore your AUD Account to the state in which it would have been had the incorrect payment not taken place, without undue delay after we become aware of the incorrect payment, whether as a result of receiving notification from you, or due to our own internal systems, checks and records.
- 17.3 With respect to payments that you or a person acting on your behalf did not authorise, we will usually refund you the unauthorised amount into your AUD Account by the end of the next Business Day after we become aware of the unauthorised payment, whether as a result of receiving notification from you, or due to our own internal systems, checks and records, unless we have reasonable grounds for suspecting fraud. However, you will be responsible for up to any amount permitted under Applicable Law where your negligence, fraud, misuse or intent caused or contributed to any unrecovered loss unless we determine otherwise.
- 17.4 Notwithstanding clause 17.3 above, you shall bear all the losses relating to any unauthorised payment transactions if we reasonably believe that you incurred them by acting fraudulently or failed to take all reasonable steps to keep your AUD Account safe.
- 17.5 Notwithstanding clauses 17.2 and 17.3 above, we are not required to refund you, and can reverse refunds which we've paid to you, in certain cases, including (but not limited to) if:
- (a) we reasonably believe you've acted fraudulently, you were grossly negligent, or you have breached this Agreement (for example if you had shared your security details with someone else);
  - (b) something has gone wrong with a payment but we can show that it was received by the correct recipient;
  - (c) you have given us incorrect payment details for an outgoing payment from your AUD Account. In this scenario we will instead try to trace your money and get it back for you. We may charge you a reasonable fee to cover our costs in doing this; and/or
  - (d) you contacted us more than 13 months after becoming aware of the unauthorised or incorrect payment. In this scenario we will instead try to trace your money and try to get it back for you. We may charge you a reasonable fee to cover our costs in doing this.
- 17.6 If we have refunded you and subsequently discover that you are not entitled to a refund, we will deduct the amount from your AUD Account and any applicable fees, and exercise our set off rights under clause 18.
- 17.7 In the event that we become aware of any unauthorised or incorrectly executed transaction, we will communicate this to you using such secure procedure/s as we shall consider necessary and/or appropriate in the circumstances.
18. **SET OFF RIGHTS**
- 18.1 To the extent permitted under Applicable Law, we have the right to deduct (or set-off) any money that you owe us from the available balance in your AUD Account.
- 18.2 Where another eToro Group member has the right recover any money that you owe them from the available balance in your AUD Account, you hereby irrevocably mandate us, by way of security of the interests of that eToro Group member and to the extent permitted under Applicable Law, to assist that eToro Group member in exercising their rights in recovering the money so due, including by transferring money from the available balance in your AUD Account to that eToro Group member. We will notify you when we do this, unless there are legal reasons that prevent us from doing so.

### **Part 3 – General Terms and conditions**

#### **19. OUR RESPONSIBILITY FOR LOSSES**

19.1 We are not responsible for damage, costs, loss, liability, claims for compensation, or expenses incurred or suffered by you, directly or indirectly under or in connection with:

- (a) any action or inaction we take in accordance with our rights and obligations under this Agreement;
- (b) any operational failures preventing the use of the AUD Account, interruptions preventing you from accessing the AUD Account, and/or from the use of the internet as a means of communication, and/or any damage or loss caused by matters relating to your own smartphone or other electronic device;
- (c) any communication, instruction, request, transaction or any other action or omission of any third party other than a person acting on our behalf, including a third party who is your authorised representative;
- (d) any maintenance performed, planned or otherwise, which affect or disrupt some or all of the services;
- (e) any events due to circumstances beyond our control including, any Exceptional Event occurring, as defined in clause 19.3;
- (f) any action taken by any government or regulatory body, legal authority, technical delays, technological malfunction, loss of data and records, or destruction of hardware;
- (g) any reasonable steps and action taken by us as a result of a breach of the Agreement by you;
- (h) any acts or omissions of any third party, acting on our behalf including for any information provided by a third party but only to the extent of the amount that, acting reasonably, we have recovered or would have recovered if we had used reasonable endeavours to recover on your behalf and that amount is fairly and properly attributable to you;
- (i) any action we take to comply with or prevent us being in breach of Applicable Law;
- (j) any planned or essential maintenance to our systems;
- (k) loss or corruption of data or any other failure to comply with these Terms, unless caused by our fraud, gross negligence, or wilful default;
- (l) us blocking, suspending, closing, refusing to renew or reissue, or cancelling your AUD Account and/or all Ad-On Services in accordance with this Agreement;
- (m) you acting fraudulently, with negligence, in wilful default, and/or in breach of this Agreement;
- (n) you not informing us, as soon as possible, of changes to your details, including your email address, contact numbers, name, home address, country of residence or nationality, including in breach of clause 13.1;
- (o) you not keeping details of your AUD Account, and/or any of the Ad-On Services secure including in breach of clause 13.1;

- (p) you allowing a third party payment provider to access information on your AUD Account and/or the Ad-On Services or make payments on your behalf from your AUD Account and/or the Ad-On Services, including as described in clause 7 - Third party providers;
- (q) any goods or services that you purchase with your AUD Account and/or the Ad-On Services, including any disputes about purchases made using your AUD Account and/or the Ad-On Services;
- (r) any third party fines, fees, costs and charges which you incur when using the AUD Account and/or the Ad-On Services; and/or
- (s) you do not comply with these Terms or are using the Services and/or the Ad-On Services in a manner that is not in accordance with these Terms.

19.2 Notwithstanding the above:

- (a) we will be liable for your losses only to the extent your loss is due to our gross negligence, wilful default, and/or fraud or breach of these Terms; and
- (b) nothing in this Agreement shall exclude or limit our liability or responsibility to you for any liability that cannot be excluded or limited under Applicable Law.

19.3 An "**Exceptional Event**" includes:

- (a) any fire, strike, riot, civil unrest, terrorist act, war or industrial action;
- (b) any natural disaster such as floods, tornadoes, earthquakes and hurricanes;
- (c) any epidemic, pandemic or public health emergency of national or international concern;
- (d) any act or regulation made by a government, supra national body or authority that we believe stops us from providing the AUD Account or Add-on services to you;
- (e) technical delays, technological malfunction, failures in transmission, failure in communication or computer facilities including power failures and electronic or equipment failures, loss of data and records, destruction of hardware; or
- (f) the failure of any Supplier, vendor, payment systems processor to perform its obligations to us.

20. **OVERSEAS RESIDENTS**

The services provided by us may not be available in territories or jurisdictions where their use is prohibited or restricted in any other way by local law. We will not be responsible to you for the use of our services by persons in territories or jurisdictions where the use of such services is prohibited or restricted in any other way, and the availability of such service in any territory or jurisdiction is not an acknowledgment or representation on our part as to the legality of the provision of such service in that territory or jurisdiction.

21. **BEREAVEMENT**

If you die or become incapacitated and your legal heirs or representatives want to withdraw any remaining balance in your AUD Account, we are not required to act on their instructions to pay out money if they have not provided us with official duly-authenticated legal documents from the applicable authorities in the relevant jurisdictions as evidence of the circumstances.

22. **ASSIGNMENT AND NOVATION**

- 22.1 We may assign, transfer and/or novate this Agreement and/or any of our rights and/or obligations to another person, if we are reasonably satisfied that in it is aligned with the interests of our clients holding AUD Accounts. This may require us to transfer the available balance on your AUD Account to a new e-money product provided by the appropriately regulated firm. Before we do this, we will give you two (2) months' notice.
- 22.2 If you do not want us to transfer your AUD Account and/or Add-On Services, you must let us know within the two (2) month notice period, in which case we will take this as your instruction to close your AUD Account and Add-On Services.
- 22.3 You may not assign, transfer, and/or novate this Agreement and/or any of your rights and/or obligations to another person or whether on a permanent or temporary basis without our prior written agreement.

## 23. **CHANGING THE TERMS OF OUR AGREEMENT WITH YOU**

- 23.1 Our customer support team is not authorised to amend or waive any term in our Agreement with you.
- 23.2 We may make changes to these Terms with you from time to time. For example, we might need to add new Terms or amend existing Terms to reflect changes in:
- (a) our business, our products or how we provide them;
  - (b) the systems we use; and/or
  - (c) Applicable Law or regulation or industry recommendations.

We may also make other changes, including where we reasonably consider that doing so is in our interests, as an alternative to exercising our right to terminate these Terms. Such changes will only have effect if accepted under clause 23.5 or if we publish a notice on our website stating, in good faith, that the change is in your interests.

- 23.3 We will notify you if we change the Terms of our Agreement with you at least 30 days before the change is due to take effect.
- 23.4 There might be times when we will notify you after we've made a change instead. We'll only do this if a change is required by Applicable Law, benefits you or doesn't put you at a disadvantage.
- 23.5 You agree that if we notify you of a change to this Agreement at least 30 days in advance, your continued use of your AUD Account and/or Add-On Services after that notice period constitutes your acceptance of the change (except where your use is limited to instructing that funds be returned to your available balance on the Trading Platform Account). If you do not agree to a change, your AUD Account and/or your Add-On Services will be cancelled and closed and this Agreement automatically terminated. Any closure of your AUD Account and/or cancellation of your Add-On Services in accordance with this clause shall take effect from the date on which the changes to the Agreement would have applied.

## 24. **SEVERABILITY**

If any court or relevant authority finds any part of the Agreement to be invalid or unenforceable, the remaining parts of the Agreement will remain in full force and effect.

## 25. **PERSONAL DATA AND PRIVACY**

- 25.1 You agree that you have been provided with a copy of our Privacy Policy, which is also available here: <https://www.etoro.com/au/customer-service/privacy/>. We will use your personal data as set out in our Privacy Policy, if you have any questions about the way in which we

use your personal data you can contact us, our contact details are set out at clause 3.5, as well as in the Privacy Notice.

- 25.2 We and our affiliates and agents may collect, store and process information from you or otherwise in connection with the provision of the AUD Account and Add-On Services for the purpose of complying with Applicable Law and/or regulation, including disclosures to governmental authorities.
- 25.3 You confirm that by entering into these Terms, you give consent to us or a third party acting on our behalf to verify any information provided. Should your decision change at any moment during use of the services as outlined herein, kindly contact us on [privacy@etoro.com](mailto:privacy@etoro.com).
- 25.4 You can tell us if you don't want to receive any marketing materials from us by contacting us. Our contact details are set out at clause 3.5. However, where you also utilise services provided by other eToro Group entities, by unsubscribing / opting-out of receiving marketing from us in relation to your AUD Account and Add-On Services, you will also be unsubscribing / opting-out of receiving marketing from other eToro group entities in relation to the services which those eToro group entities provide to you.
- 25.5 You agree that your consent to the assignment, transfer and/or novation of this Agreement and/or any of our rights and/or obligations necessarily involves the transfer of your personal data in order for your AUD Account and Add-On Services to remain operational.

## 26. **OUR INTELLECTUAL PROPERTY**

- 26.1 All content included in or made available through the AUD Account and Add-On Services, including but not limited to all copyright, trademarks, patents, service marks, domain names, trade names, rights in designs, software code, icons, logos, characters, layouts, rights in know-how, trade secrets, buttons, colour scheme, graphics and other intellectual property rights ("IP") is our property or the property of an eToro Group entity, its affiliates or its licensors and is protected by local and international intellectual property laws and treaties.
- 26.2 Subject to the Terms, we have given you a limited licence to install and use the AUD Account and Add-On Services, solely for your personal use and benefit in accordance with these Terms.
- 26.3 You also must not, modify, copy, display, distribute or commercially exploit any IP or materials, remove any proprietary notices from any IP, reverse-engineer any of our products (that is, reproduce them after a detailed examination of their construction or composition), attempt to disable, bypass, modify, defeat, or otherwise circumvent any protection system applied to or used as part of the AUD Account and Add-On Services.

## 27. **COMPLAINTS**

- 27.1 If you are unhappy in any way with your AUD Account and/or Add-On Services, or the way it is provided, please contact us. Our contact details are set out at clause 3.5.
- 27.2 We will acknowledge receipt of complaints within 24 hours, by email. Any complaints you have will be dealt with quickly and fairly.
- 27.3 More information on how we handle complaints are available in our Complaints Handling Policy here: [https://www.etoro.com/wp-content/uploads/2025/05/eToro\\_Complaints\\_Policy.pdf](https://www.etoro.com/wp-content/uploads/2025/05/eToro_Complaints_Policy.pdf) .

## 28. **GOVERNING LAW AND JURISDICTION**

The laws of New South Wales shall at all times apply to our Agreement with you and the Terms set out herein. The Courts of Australia will have exclusive jurisdiction to deal with any dispute or claim which arises out of or in connection with this Agreement.

29. **DEFINITIONS AND INTERPRETATION**

29.1 In this Agreement, the following words and phrases have the following meanings:

**"Add-On Service"** has the meaning given to it in clause 2.1(b);

**"Agreement"** or the **"Terms"** has the meaning given to it in clause 1.1;

**"Applicable Law"** means all applicable law and regulation, including (but not limited to), the legislation, articles, by-laws, rules, regulations, policies, procedures, and any other applicable regulatory, self-regulatory or governmental authority requirements, or guidance issued in relation to the services being offered by us;

**"AUD Account" or "Account"** means the BSB and Account Number associated with the client's account;

**"Base Currency"** means the currency you have selected for your Account to be in, and is either Australian Dollars, or another currency permitted by us from time to time;

**"BSB"** means Bank-State-Branch. It is a six-digit number that identifies a specific bank and branch of that bank where an account is held. To transfer money between Australian bank accounts, one needs a BSB number along with the account number;

**"Business Day"** means a day on which eToro is open for business as required for the execution of a payment transaction specifically between 9.00 am and 5.00 pm, Monday to Friday excluding Public Holidays in Sydney, New South Wales;

**"eToro", "we", "us"** has the meaning given to it in clause 1.1;

**"refusing a payment due to a lack of funds"** is where we (the account provider) refuses a payment from your AUD Account because there is not enough money in it to cover what you're paying for and any applicable fees;

**"standing order"** is where we make regular transfers, on your instruction, of a fixed amount of money from your AUD Account to another account;

**"Supplier"** means a retailer, merchant or other supplier of goods and/or services which accepts payment by means of New Payment Platform, BECS, a card, card number, PIN or card and signature;

**"TPP"** has the meaning given to it in clause 7.1;

**"Trading Platform Account"** means an account held in your name or for your benefit with eToro, for investment services offered through the online platform operated by eToro, which can be accessed via smartphone or via the website ([www.etoro.com](http://www.etoro.com)).

29.2 The following rules also apply in interpreting the Agreement between you and us, except where the context makes it clear that a rule is not intended to apply:

- (a) a singular word includes the plural, and vice versa;
- (b) a word which suggests one gender includes the other genders;
- (c) if a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning;

- (d) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;
- (e) No provision of these Terms shall be construed on the basis of the person who drafted it; and
- (f) all references to time (a.m. / p.m.) shall be interpreted as references to time In Sydney New South Wales.

## SCHEDULE 1 – ETORO MONEY CARD

### 1. Introduction

- 1.1 This Schedule 1 sets out the additional Terms that will apply to you if you have an eToro Money Card. We reserve the right to determine, in our sole discretion, the type of Card which we can/will issue you (i.e. Physical Card, Virtual Card and/or Digital Card). This Schedule 1 applies regardless of how you access our services, even if specific reference is made to the service being accessed through a particular means.
- 1.2 The eToro Money Card service is not presently active. By accepting these Terms, you acknowledge and agree that they shall govern the provision of the eToro Money Card service upon its commencement. We shall provide you with notice prior to making such service available.
- 1.3 Except as otherwise stated in these Terms, you have the same rights and responsibilities under this Agreement whether the Card you use is in the form of a physical card, a Digital Card or a Virtual Card.
- 1.4 If a term of this Schedule 1 conflicts with or differs from a term in the body of the Agreement, this Schedule 1 will apply.
- 1.5 Capitalised words in this Schedule 1 will have the same meaning which are given to those words in the body of the Agreement.
- 1.6 In this Schedule 1 the following words and phrases have the following meanings:

**"Card payment in a Foreign Currency"** is where you use your Card to make a payment in a Foreign Currency. This can be in a shop, online or over the phone;

**"Card payment in AUD"** is where you use your Card to make a payment in Australian Dollars. This can be in a shop, online or over the phone;

**"Continuous Payment Authority"** is an authorisation given by you, for a recipient to take payments out of your AUD Account using your Card details. Payments can vary in frequency and amount; and

**"Digital Card"** means a digital version of a Card stored on your device/s;

**"eToro Money Card"** or **"Card"** means your eToro Money contactless e-money debit card(s) (including any replacement Card) which is connected to your AUD Account, and which may be in the form of a physical card, a Digital Card or virtual Card issued by eToro;

**"Foreign Currency"** means any currency that is not your Base Currency.

**"Virtual Card"** means a form of Card used for completing electronic commerce transactions and for which no Physical Card is required.

### 2. Your eToro Money Card

- 2.1 Your eToro Money Card is connected to your AUD Account, and you can use your Card (either directly or through the use of any available technologies) to make contactless payments, payments in a shop, online, or over the phone (as applicable). Your card is a contactless, debit card and not a credit card.
- 2.2 We are under no obligation to provide you with a physical receipt in connection with any transaction concluded by means of the eToro Money Card. However, once a payment instruction has been accepted and/or a payment transaction has been successfully executed, you will be able to view the full transaction details in the AUD Account.

- 2.3 Issuance of a physical Card, Digital Card and/or a Virtual Card is subject to you meeting the applicable eligibility criteria and the availability of any such forms. If you have and use a physical Card, Digital Card and/or Virtual Card at the same time, all forms of your Card will allow you to access the e-money available in your AUD Account. The functionalities of a physical Card, Digital Card and/or Virtual Card may differ. You must consult the information provided in section 4 of this Schedule 1 to the Agreement for further information on the payment out methods available for each Card.

3. **Payments in**

You will not be able to use your eToro Money Card to make payments into your AUD Account.

4. **Payments out**

- 4.1 When you use your eToro Money Card to make outgoing payments, we will deduct the value of the payment from the e-money balance in your Account. We may also deduct any applicable fees.

- 4.2 We will not be responsible for the outgoing payment once the funds have reached the recipient or the recipient's payment service provider.

- 4.3 In most circumstances, you will not be able to make outgoing payments if there are insufficient funds (your funds are comprised of your available balance deducting any pending debits and credits in your AUD Account) to cover the outgoing payment. However, we may execute the outgoing payment even if you do not have sufficient funds. This may cause you to have a negative balance in your AUD Account. Please refer to clause 8 of this Agreement for your responsibilities and our rights, in the event that your AUD Account has a negative balance.

Currency conversions

- 4.4 When you make a Card payment in a Foreign Currency the relevant funds will be converted, at the exchange rate, applicable at the time.

- 4.5 We use a standard or a non-standard exchange rate collected from our wholesale provider, with a percentage mark up on top. The 'mark-up' is effectively our fee for converting the currency for you. The standard exchange rate is the rate used if your payment is made during a Business Day, and the non-standard exchange rate is the rate used if your payment is made outside a Business Day or if there are any scenarios which cause material disruption to the standard exchange rate. The mark ups are available on our [Website](#).

5. **Third Party Providers**

You will not be able to allow a TPP to make payments using your Card details on your behalf.

6. **Negative balances**

- 6.1 Clause 8 of the Agreement also applies in relation to negative balances as a result of your using your eToro Money Card.

7. **Authorising payments**

- 7.1 We will treat a Card payment transaction as being authorised by you when you do at least one of the following or it appears to us that you do any of the following:

- (a) enter your PIN;
- (b) sign a receipt;

- (c) provide your eToro Money Card details (long card number, expiry date, CVV number). We strongly recommend the use of secure payment sites and software when using CVV number or other Card details over the internet;
  - (d) wave or swipe your eToro Money Card (digital or physical) over or near a contactless payment reader; or
  - (e) use your Digital Card through the use of digital wallets provided to you by third party service providers and authorized by you.
- 7.2 If you provide an instruction for a payment transaction more than once, we may assume that the instruction was not provided in error or by accident and may execute the transaction in accordance with the instructions.
- 7.3 A payment transaction instruction must contain all required information. We may at our discretion decline to process instructions if they are not clear, if they are not properly given or if we consider it inappropriate to process the transaction.
- 8. **Cancelling payments**
- 8.1 A payment transaction will not be cancelled once it has been received by us, unless otherwise stated in these Terms.
- Continuous Payment Authority*
- 8.2 You can cancel a Continuous Payment Authority which you have authorised to be paid in the future. In this case, please contact us by 3.00 pm one (1) Business Day before payment is due and ask us to cancel the payment.
- 9. **Fees and limits**
- 9.1 The fees which may apply to your Card, and to the related services which are the subject of this Schedule 1, will be available on our [Website](#).
- 9.2 There may be limits on the volume and value of payments when using your eToro Money Card and contactless payment limits. The limits which apply to the use of your eToro Money Card are available on our [Website](#).
- 9.3 It is your responsibility to manage any limits applicable to your Card.
- 9.4 If any transaction (which also includes fees applicable to the transaction) takes you over the limits which apply to your Card, the transaction may be declined.
- 10. **Payment processing times**
- 10.1 Clause 12 of the Agreement also applies in relation to Card payments and references to AUD Account should be read as references to your Card.
- 10.2 Where a currency conversion is required, this may increase the time that it takes for the money to reach your AUD Account (for payments in), or to reach the recipient's account (for payments out).
- 11. **What you can do to keep your eToro Money Card details secure**
- 11.1 You must take all reasonable steps to keep your eToro Money Card safe. This means that:
  - (a) you must sign your eToro Money Card as soon as you receive it;
  - (b) you must not share your eToro Money Card PIN with anyone; and

- (c) you must not let anyone else use your eToro Money Card;
- 11.2 If you think your eToro Money Card is lost or stolen or someone knows your Card PIN and/or Card details, you must:
  - (a) immediately freeze your eToro Money Card using the AUD Account (if you find your Card after you've frozen it but before you've notified us, simply unfreeze it again via the AUD Account); and/or
  - (b) contact us as soon as possible. Our contact details are set out at clause 3.5 of the Agreement.

## 12. **Cancelling your eToro Money Card**

12.1 You can cancel a specific eToro Money Card at any time by contacting us.

12.2 We can immediately cancel a specific eToro Money Card if:

- (a) we close the AUD Account associated with your eToro Money Card as detailed in clause 14 of the Agreement;
- (b) we suspect your eToro Money Card is being used in an unauthorised, fraudulent, or illegal manner;
- (c) if we suspect that your eToro Money Card is being used in connection with, or is about to be used in connection with, any transaction or activity which may be illegal, fraudulent, or prohibited under the Acceptable Use Policy;
- (d) if we suspect that you are in breach of the Acceptable Use Policy;
- (e) we have reasonable grounds to believe that you are in breach of this Agreement; or
- (f) we need to do so to comply with Applicable Law.

If we do this, we will tell you as soon as we can, unless we are prohibited from doing so under Applicable Law.

12.3 We will take the following steps in respect of the specific Card which is being cancelled:

- (a) block and/or cancel your eToro Money Card(s) so that they cannot be used; and
- (b) cancel all recurring payments (e.g. Continuous Payment Authorities) which have been set up for your Card.

## 13. **Blocking access**

13.1 We may block access to your eToro Money Card for security reasons and/or if we are concerned that your Card is being used in an unauthorised or fraudulent manner.

13.2 If we do this, we will tell you within a reasonable time, unless we are prohibited from doing so by Applicable Law.

13.3 We will unblock access to your eToro Money Card or replace it with a new Card once the reasons for blocking no longer exist.

## 14. **Stopping or refusing payments**

Clause 16 of the Agreement also applies in relation to Card payments and references to Account should be read as references to your Card.

15. **Refunding you when something has gone wrong**

Clause 17 of the Agreement also applies in relation to Card payments and references to Account in clauses 17.1, 17.4, and 17.5 should be read as references to your Card.

16. **Set off rights**

Clause 18 of the Agreement also applies in relation to Card payments.

17. **Our responsibility for losses**

17.1 In addition to the scenarios set out at clause 19.1, we are not responsible for damage, costs, loss, liability, claims for compensation, or expenses incurred or suffered by you, directly or indirectly (Losses) under or in connection with:

- (a) us cancelling or blocking your Card in accordance with this Agreement;
- (b) any maintenance performed, planned or otherwise, which effect or disrupt some or all of the services, including the Card;
- (c) a recipient, including a Supplier, refusing to accept payment from your eToro Money Card;
- (d) you not keeping your Card secure including in breach of paragraph 11 of this Schedule 1;
- (e) any goods or services that you purchase with your eToro Money Card, including any disputes about purchases made using your eToro Money Card;
- (f) any third party fines, fees, costs and charges which you incur when using the eToro Money Card;
- (g) any losses incurred by you for currency conversions;
- (h) any act performed by any third party that is acting on your behalf, irrespective of whether such party was duly authorised by you or not;
- (i) any acts or omission of a person other than us or you, except to the extent that we acting reasonably in your best interests do or would make a recovery and then to the extent properly and reasonably attributable to your Losses; and
- (j) any unauthorised or incorrectly executed transaction where these do not result from our fault or negligence.

18. **Expiry of your Card and replacing your Card**

18.1 Your Card's expiry date is printed, inscribed, or shown (as applicable) on the Card. You must not use the Card after its expiry date.

18.2 A replacement Card of any active expiring card will be issued to you and, where the Card is a physical card, sent to you at the address you have given us, within two weeks of the expiry date, unless you have contacted us to close your AUD Account in accordance with clause 14 of the Agreement (above).

18.3 If you lose your Card, please contact us for a replacement Card. We may charge you a fee for the replacement Card. Our fees and limitations are available on our [Website](#).