

## TERMS AND CONDITIONS - ETORO OPTIONS DEPOSIT BONUS PROMOTION

Last update: May 27, 2024

These Terms and Conditions (the “**Promotion T&Cs**”) govern and apply to the Promotion described herein (the “**Promotion**”) to be conducted by eToro USA Securities Inc. (“**eToro**” or “**Sponsor**”). eToro is a broker-dealer registered with the Securities and Exchange Commission ([SEC](#)) and a member of the Financial Industry Regulatory Authority ([FINRA](#)) and the Securities Investor Protection Corporation ([SIPC](#)). eToro Options is the product name for the options trading platform offered by eToro. This Promotion is not a recommendation to trade options. Learn more about options trading, including the risks, [here](#).

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 [here](#). In addition, the following policies are incorporated by reference and are applicable to individuals participating in the Promotion: the eToro Privacy Policy and the eToro Privacy Notice, which can be accessed [here](#) (“**eToro Privacy Policy**”); and the eToro Cookie Policy that can be accessed [here](#).

Sponsor reserves 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. **Definitions and Interpretation**

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

- 1.1. “**Account**” means an eToro Options trading account offered through eToro. Please note that options trading is not made available to all eToro customers as there are certainly eligibility criteria used by the Sponsor when determining whether an account should be opened for a customer.
- 1.2. “**Allowable states/territories**” means the states and territories listed as available on the following webpage: <https://www.etoro.com/en-us/trading/live-states/>.
- 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. “**Promotion Period**” refers to the start and end dates of the promotion as set forth by eToro marketing materials. Promotion Period is subject to change and eToro reserves the right to extend promotions, change eligibility criteria or discontinue promotions especially if fraudulent behavior is detected

- 1.5. **“Participants”** means eToro customers who participate in the Promotion.
- 1.6. **“Promotion Criteria”** means the criteria for the reward as described in section 4.1 below
- 1.7. **“Reward”** means the reward detailed in section 4 below that will be granted by eToro to Eligible Participants.

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 provides Eligible Participants with a cash bonus after they have opened and funded an Account with a required minimum amount. A Participant who meets the Promotion Criteria during the Promotion Period will be eligible for such Reward provided all Qualifying Terms have been met, all of which are subject to these Promotion T&Cs.

## **3. Who may participate (Qualifying Terms)?**

A Participant may participate in the Promotion if they (the **“Qualifying Terms”**):

- 3.1. completed the registration to open the required Account;
- 3.2. satisfied the applicable deposit requirement detailed in Section 4.1;
- 3.3. have been fully verified by eToro pursuant to its policies and procedures;
- 3.4. meet, accept, and agree to [eToro’s T&Cs](#) and the [eToro Privacy Policy](#);
- 3.5. are a resident of one of the Allowable states/territories; and
- 3.6. are **not**: (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**

- 4.1. A Participant who meets the Qualifying Terms and the following Promotion Criteria during the Promotion Period (the **“Eligible Participants”**) will be eligible for the Reward detailed below, subject to the Promotion T&Cs:

<b>The Promotion Criteria</b>
A Participant who has never deposited or transferred funds into their Account is eligible to receive a \$20 cash deposit to their Account after the Participant completes at least \$200 of deposits into their Account during the Promotion Period, and satisfies all other criteria. A Participant is not eligible to receive more than one Reward.

## 5. The Rewards

- 5.1 If you accept a Reward, you are solely responsible for all applicable taxes. 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 eToro will deposit the applicable Reward in the Account of each of the individuals who satisfied the criteria in Section 4 promptly upon determining that these individuals have satisfied the Promotion Criteria.
- 5.4 The Rewards amounts are withdrawable in accordance with, and subject to provisions of the [eToro T&Cs](#) with respect to Account withdrawals.
- 5.5 The Reward is not valid in conjunction with any other promotions, discounts, or promo codes unless otherwise stated.
- 5.6 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 Any person who received a notice on 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 will not be qualified to participate in the Promotion.
- 6.2 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.

- 6.3 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](#).
- 6.4 At any given time, eToro may ask the Participant to provide personally identifiable information. eToro reserves the right to limit, block access to its services, and/or terminate the user’s Account if such information is not provided (and eToro’s affiliates may take the same type of action). By providing eToro with the information and registering with eToro, the Participant is confirming that any information provided is correct, accurate, updated, and complete.
- 6.5 Without limitation of any provision set forth in the the [eToro T&Cs](#) and [eToro Privacy Policy](#), eToro (and its applicable affiliates) will retain a Participant’s name, email address, and any other personal data that you shall provide to us during the registration process 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 Services at <https://www.etoro.com/en-us/customer-service/>.
- 6.6 Users who attempt to abuse the Promotion will forfeit their Reward and eToro has the right to claw back such 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, or the promotions of its affiliates.
- 6.7 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 Account or an affiliated eToro account (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.

6.8 Users opening or operating multiple 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 Accounts maintained under the same household/control/ownership shall be considered as a single Account.

6.9 The Promotion is provided by 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.

6.91 For any questions, you may have you may communicate with eToro via our Customer Service Center <https://www.etoro.com/en-us/customer-service/>.

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