

Club Crypto Cashback Program

("Cashback Program")

Terms and Conditions

These Crypto Cashback Program terms and conditions ("**Cashback Conditions**") set out the terms under which Platinum+ and Diamond Club members may be entitled to receive a cashback on the *total transaction volume per month* of Eligible Crypto Positions as further detailed below.

By participating in the Cashback Program, you acknowledge that you have read, understood, and agree to be legally bound by these Cashback Conditions. These Cashback Conditions are in addition to, and not in lieu of, the customer agreement between you and the eToro entity for whose services you registered which are available on our website at <https://www.etoro.com/customer-service/terms-conditions/> (each, a "**Terms and Conditions**"). If any provision of these Cashback Conditions conflicts with any such Terms and Conditions, the relevant provisions of the Terms and Conditions shall prevail. If you do not agree to any of these Terms and Conditions, you may not participate in the Cashback Program described herein. All capitalized terms used herein and not otherwise defined shall bear the meaning ascribed to them in the Terms and Conditions.

ELIGIBILITY

The Cashback Program is available to customers of the eToro's trading platform that have reached either the Platinum+ or Diamond Club membership levels. The eToro "Club" includes several tiers of membership, based, among others, on equity requirements, each with its own premium perks and exclusive features including, without limitation, the Cashback Program. There's no need to apply for Club membership; once you meet the eligibility requirements, you are automatically added to your respective Club tier and will become eligible to receive the benefits that come with it including participation in the Cashback Program. If you participate in the eToro Popular Investors program you will not be eligible to participate in the Cashback Program.

If at any time you are downgraded from your eToro Club status in any given month, or do not meet any of the Cashback Program eligibility requirements, your participation in the Cashback Program will be suspended until you are reinstated as a Platinum+ or Diamond Club member. In such an event, you will be entitled to the Cashback Program payments for a pro rata portion of the month in which you were eligible to participate in the Cashback Program.

Only non-leveraged crypto positions that were opened after launching the Cashback Program ("Eligible Crypto Positions") will be considered and are subject to this Cashback Program. Leveraged crypto positions, crypto CFD positions, crypto short positions, transfer to wallet transactions, CopyTrade positions, CopyPortfolios or all cross transactions of cryptoasset with

other cryptoasset and/or with a currency, or such transactions otherwise classified as CFD in the trading platform, are excluded from this Cashback Program and are not classified as Eligible Positions.

We may restrict eligibility to participate in the Cashback Program and not offer it in certain jurisdictions as we see fit from time to time at our sole discretion. If you are located or you are a citizen or a resident of any state, country, territory or jurisdiction, which is excluded from this Cashback Program, then you will not be eligible to participate in the Cashback Program.

HOW IT WORKS

We will calculate the aggregate volume of your Eligible Crypto Positions opened and closed between 00:00:00 GMT of the first and the last day of calendar month. For example: (a) if you opened an Eligible Crypto Position at USD50,000, and closed the same position at USD150,000, your aggregated Eligible Crypto Position is USD200,000, (b) if you opened an Eligible Crypto Position at USD100,000 and a second Eligible Crypto Position at USD120,000, and closed the first position at USD80,000 and the second position at USD140,000, your aggregated Eligible Crypto Position is USD440,000.

Eligible Crypto Positions that are opened during a said month and closed in a consecutive month will be taken into account during the month of its closure, and therefore be reflected in the following consecutive month.

The cashback will be calculated and paid according to the percentages corresponding with the volume created from your Eligible Crypto Positions as follows:

	Minimum Volume	Maximum Volume	Cashback % from eToro Crypto Trading Volume
1	USD 50,000	USD 999,999.99	15%
2	USD 1,000,000	USD 4,999,999.99	25%
3	USD 5,000,000	-	50%

For example: If your total transaction volume in a calendar month is equal to 2M\$, then your cashback will be: $(1\% \cdot 15\% \cdot 949,999.99) + (1\% \cdot 25\% \cdot 1,000,000.01) = \$3,925$

Your account cash balance will be credited with the cashback amount within 15 business days following the end of each month and your account statements will reflect the monthly cashback payments. You may always withdraw your cash balance pursuant to the Terms and Conditions. Cashback amount may be rounded to the nearest cent. The minimum cashback to be paid in each month is USD 5, and the maximum is USD 50,000. This offer is not available to members residing in the USA.

DISCLAIMERS AND RISK WARNINGS

The cashback amount is calculated in accordance with the information recorded in our systems. Such calculations will be conclusive evidence of the cashback due to you, will be binding on you and you shall not have the right to appeal and/or disagree with respect thereto.

The offering of the Cashback Program shall not be deemed and shall not constitute any guarantee or obligation on our part to continue to maintain the cashback plan and/or to maintain it on the same terms. You should not take any financial action based on the notion of receiving the cashback or any future or similar payment. You are fully responsible to and bound by any and all transactions executed by you. Any and all such transactions will be opened solely based on your own knowledge and judgment.

eToro Cashback Program is not designed to alter or modify your risk preference or encourage you to trade in a manner inconsistent with your own trading strategies and risk appetite. You specifically acknowledge that the cashback plan shall not be deemed and shall not constitute a solicitation on behalf of eToro for your engagement in transactions in financial products. We make no, and hereby disclaim, any and all representations or warranties of any kind which may be construed as an investment advice or a recommendation or promotion of any transaction or other financial product or trading or investment strategy.

eToro reserves the right to decline any application or indication to participate in the cashback plan at its sole discretion, without the need to provide any justification or explain the reasons for such a decline.

TAXES

You will be solely responsible for all applicable taxes related to the Cashback Program. Notwithstanding the above, you agree that we may withhold and deduct any taxes due under applicable law and regulations that may arise from the Cashback Program. eToro is not a tax advisor, and you should consult with a tax advisor to determine the tax consequences through the Cashback Program.

MODIFICATIONS & CANCELTION

We reserve the right to cancel the Cashback Program at any time, or to renew it at a different rate/amount or otherwise modify the Cashback Program, due to regulatory or legal requirements, or as otherwise determined in our sole and exclusive discretion. By continuing to participate in the Cashback Program after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Cashback Conditions.

AUTOMATIC RENEWAL & TERMINATION

Your participation in the Cashback Program will be automatically renewed on a month-to-month basis, unless your participation is suspended due to not meeting the Cashback Program eligibility requirements (see above). We reserve the right, in our sole discretion, to restrict,

suspend, or terminate this Cashback Program and/or these Cashback Conditions, and/or your access to all or any part of the Cashback Program, at any time and for any reason without prior notice or liability. Please contact your account manager should you want to opt-out of the Cashback Program or have any questions.
