ETORO WALLET PROMOTION TERMS AND CONDITIONS

PLEASE NOTE: IT IS YOUR SOLE RESPONSIBILITY TO REVIEW AND UNDERSTAND YOUR ELIGIBILITY TO PARTICIPATE IN OUR PROMOTIONS. IF YOU ARE PARTICIPATING IN VIOLATION OF ANY POLICIES, RULES OR REGULATIONS APPLICABLE TO YOU, YOU MAY BE DISQUALIFIED FROM PARTICIPATING OR RECEIVING ANY GIFT. ETORO X LIMITED AND/OR ANY AFFILIATE THEREOF ("ETOROX", "US", "OUR" OR "WE") DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR DISPUTES IN THAT RESPECT.

THESE PROMOTION TERMS AND CONDITIONS MAY AMENDED BY ETOROX IN ITS SOLE DISCRETION FROM TIME TO TIME. YOU SPECIFICALLY ACKNOWLEDGE THAT THIS PROMOTION MAY CEASE IMMEDIATELY AT ETOROX'S SOLE DISCRETION AND WITHOUT DEROGATING FROM THE ABOVE, IN THE EVENT ETOROX SUSPECTS THAT USERS MANIPULATE OR OTHERWISE ABUSE THE PROMOTION.

Promotion Description:

This is a promotion (the **"Promotion"**) under which, during the Promotion Period (as defined below), each Eligible Participant (as defined below) will receive from us a sum of 0.1 ETH (one tenth of Ethereum) (the **"Gift"**), subject to all terms herein and as will be determined by ETOROX.

This Promotion may be limited to certain countries under our sole discretion, and any user wishing to participate in the Promotion must be a resident of countries that are supported by the eToro Wallet. A list of supported countries can be found at https://www.etorox.com/wallet-fag/

This list of supported countries may change periodically and are subject to wallet availability in the app stores – please check the above FAQ link for the latest updates.

What is the start and end date?

This Promotion starts at 00:00 GMT on May 11th 2020 and ends on June 30 2020 (the "**Promotion Period**").

This Promotion shall apply to the first 10,000 (ten thousand) users that shall meet all the terms set forth below with respect to becoming Eligible Participants. Only the first 10,000 Eligible Participants shall be eligible to participate in the Promotion and/or receive the Gift.

You understand that your participation in any prior promotion(s) shall not in itself qualify you as Eligible Participant – this Promotion stands alone and ETOROX reserves the right to reject any user wishing to participate in the Promotion in accordance with these terms.

If you have received a 0.1 ETH Gift before you are not eligible to participate in this Promotion.

Can I Enter?

I. Any user that: (a) downloads the eToro Wallet Application from the application stores (the "Wallet"/"Application"), and (b) meets all of the following cumulative requirements, and (c) is one

of the first 10,000 users meeting such cumulative requirements during the Promotion Period, shall be considered an Eligible Participate. To become an Eligible Participant, the user has to comply with all the following:

- (a) Complete the registration process set forth below:
 - (i) Download the Wallet or, if you already downloaded the Wallet and completed steps ii– iv below prior to the commencement of the Promotion, continue with step v;
 - (ii) Complete the registration process applicable to the users of eToro Trading Platform:
 - (iii) Complete the user profile and the verification process pursuant to eToro's procedures and policies (including uploading the required documents);
 - (iv) Sign in to the Wallet using such user's eToro credentials;
 - (v) Click '+' to create Wallet;
 - (vi) Click "Add" next to the Ethereum Wallet;
- (b) Not activated the ETH Wallet in the eToro Wallet App prior to the commencement of the Promotion Period;
- (c) You have deposited a minimum amount of funds with the eToro's Trading Platform at least 10 days prior to your opening of the Ethereum Wallet. Minimum deposit depends on your region and country as further detailed in this link: https://www.etoro.com/customer-service/deposit-faq/;
- (d) Your eToro Trading Account must not be limited or restricted or under review for regulatory requirements;
- (e) Be at least 18 years old;
- (f) Not be an employee of ETOROX and NOT be an immediate family (parent, sibling, spouse, child) or household member of an ETOROX employee, or an employee of an ETOROX affiliate; and
- (g) Not be involved directly or indirectly in any part of the administration and execution of this Promotion.

II. The Gift shall be given to the first 10,000 Eligible Participants subject to the terms of this Promotion.

The Promotion is personal and non-transferable and shall apply solely to users opening a Wallet during the Promotion Period and meeting all the terms set forth herein.

At any given time, starting from the date of your registration with us, we may ask you to provide personally identifiable information. ETOROX reserves the right to limit, block access to its services and/or terminating the user account if such information is not provided. If you choose to provide us with the information and register with us as our customer, you are confirming to us that any information provided is true, accurate, updated and complete information about yourself.

You may not exchange or withdraw your Gift for cash. You may not designate someone else as the receiver of the Gift.

The use of ETOROX Services in general and the Wallet in particular may be subject to certain

fees and commissions. You will be required to pay all applicable fees payable to ETOROX. Furthermore, your acceptance of the Gift may result in tax consequences. You will be solely responsible for all of the tax related payments including country, federal, state and local taxes if applicable.

ETOROX reserves the right to revoke any Gift (even if such was granted) and any profits therefrom and/or to cancel and suspend any withdrawal of any such profits in the event that ETOROX shall decide in its sole discretion that the Eligible Participant has not complied with any of the terms and conditions mentioned herein, including without limitation, ETOROX Terms and Conditions.

What Other Conditions Am I Agreeing To By Entering?

- a. By entering the Promotion all entrants will be deemed to have accepted and agreed to be bound by these conditions and ETOROX_Terms and Conditions, our Privacy Policy and Risk Disclaimer which are set out at www.etorox.com.
- b. Without limitation of any provision set forth in our <u>Terms and Conditions</u>, eToro will retain your name, email address and any other personal data that you provide to us in your application forms, or during subsequent correspondence ("**Personal Information**"), in order to allow you to participate in the Promotion and/or for our marketing activities. You have the right to access and rectify your Personal Information, in accordance with data protection laws, by contacting eToro Customer Services at <u>www.etoro.com/help</u>.
- c. At any time, we reserve the right to cancel, change or suspend this Promotion. We further reserve the right to reject any participant from participating in this Promotion, as we deem necessary in our sole discretion in order to comply with internal or regulatory requirements and/or policies.
- d. If you attempt to compromise the integrity or the legitimate operation of this Promotion by hacking or by cheating or committing fraud or manipulation in ANY way, including by providing false details or by false registration, we may seek damages from you to the fullest extent permitted by law. Further, we may not provide the Gift and/or deduct the sum of the Gift that was given to you under this Promotion and/or ban you from participating in any of our future Promotion, so please act fairly.
- e. Eligibility to participate in this Promotion is limited to one Wallet per person/household or environment in which computers are shared. Users participating who have more than one trading account will only be eligible for the Gift once.
- f. Users who acted against the <u>eToro Community Guidelines</u> after being warned for any reason and/or were blocked from eToro community, will not be entitled to receive the Gift.
- g. Users opening or operating multiple accounts/wallets in order to benefit from this Promotion will not be entitled to receive any gift or other benefit.
- h. eToro reserves the right to publish a list of users disqualified from participating in the Promotion.
- i. This Promotion is hosted in Gibraltar. This Promotion will be governed by the laws of Gibraltar and you consent to the exclusive jurisdiction and venue of the courts of

Gibraltar for any disputes arising out of this Promotion. If you do not agree with this provision and these <u>Terms and Conditions</u>, please do not enter this Promotion.

The Promoter is: ETORO X LIMITED, a limited liability company incorporated in Gibraltar with registered number 116348 whose registered office is at 57/63 Line Wall Road, Gibraltar, which is authorized by the Gibraltar Financial Services Commission as a Distributed Ledger Technology Provider under the Financial Services (Investment and Fiduciary Services) Act, with license number FSC1333B.