



Refer a Friend Terms & Conditions

For eToro X Limited ("eToro X") Exchange Platform

Any friend of yours is a friend of ours!

eToro X Exchange user who is eligible to participate in this promotion in accordance with the terms herein will be able to access and share a unique and personal referral link (the "**Link**"). The Link will be presented on the user's eToro X Exchange account. The Link is shareable in accordance with the terms detailed herein.

We will credit the referring friend's (existing user) account with an amount equal to 50% of the Net Revenues (as defined below) generated from the referred friend's (new user) trading activities on the eToro X Exchange platform during the Eligibility Period defined below, subject to the terms of this promotion. The proceeds to the referring friend shall be defined herein as "**Revenue Share**". The Revenue Share shall be paid within 15 business days following the end of the relevant month, for up to 1 (one) year from the date in which the referred friend as completed the registration and verification of his account in accordance with eToro X's internal policies ("**Eligibility Period**"). Note that eToro X may stop the promotion at any time on its own discretion.

"**Net Revenues**" shall mean, with respect to any calendar month, Maker/Taker Fees received by eToro X in such month minus the transaction costs in such month, if applicable, incurred by eToro X during such month with respect to the trading activities of the referred friend.

By participating in this promotion you hereby accept the terms and conditions of this promotion as may be amended from time to time. If you do not agree to such terms and conditions and/or any amendment thereto, please do not participate in this promotion.

The "Refer a Friend" promotion, is subject to the following terms:

1. **Your referred friend is required to qualify with all the following terms:** a NEW eToro customers (a) who have NOT registered with eToro X Exchange and/or any one of eToro X's affiliates or subsidiaries, eToro Group's websites or mobile apps prior to the referral ("**eToro Group**"). Clients of other eToro entities which are not eToro X shall not be entitled to participate in this promotion, either as referring or referred friends; (b) who has pressed the Link in order to access to eToro X website and who have completed his verification of his account in accordance with eToro X's internal policies within a period of 60 days from the effective date of the click on the Link; (c) who has identified in eToro X computerized systems as eligible and verified user who been firstly introduced to eToro Group by the referring friend via the Link.
2. Both the referring and referred friends are required to qualify with all the foregoing additional terms: (i) customers of eToro X which is not identified in eToro X's system as residents of one of the Non-Qualified Countries (as defined below); (ii) fully verified by eToro X pursuant to its policies and procedures.
3. "**Non-Qualified Countries**" shall mean the following countries: United States of America (residents and citizens, including its incorporated and unincorporated territories), unless clearly allowed within the US Guidelines, Canada (including Quebec & Ontario) the Islamic Republic of Iran, North Korea , as well as any additional country specifically excluded by eToro from time to time at its sole discretion. eToro X may restrict this promotion to any jurisdiction as we see fit or necessary at its sole discretion.
4. In no event shall the referring friend will engage in any referral activities related to eToro X in any area, location, territory or jurisdiction within Non-Qualified Countries. The promotion is solely available to the



promoter's customers which are not from the Non-Qualified Countries and is not available to the promoter's customers from such countries.

5. This promotion is not valid in conjunction with any other promotions, discounts or promo codes and it is not valid to any of eToro Group employees.

Guidelines for sharing the Link:

6. The referring friend must share the Link in compliance with the following: (i) the Link will be accompanied by the following statement: 'The promoter is eToro X Limited, a regulated DLT provider licensed by the Gibraltar Financial Services Commission under the Investments and Financial Fiduciary Services Act with license number FSC1333B. The promotions is only related to eToro X Exchange Platform'.
7. The referring friend shall not be permitted to change the text as detailed above. eToro X reserves the right to modify at any time the text and/or any other material, and the referring friend agrees to modify it accordingly within 10 days of notice given by eToro X to the referring friend regarding such change.
8. The referring friend undertakes that the Link shall not be shared and/or be posted whereby it is directed toward minors, and/or engage in any other practices which may affect adversely the high image, credibility or reputation of eToro Group and its services, including without limitation of the generality of the foregoing, in a way that may be considered false, misleading or disparaging representations or statements with respect to eToro Group and any of its services. The referring friend shall ensure that its promotions and related materials are in no way offensive, indecent, objectionable or obscene including without limitation of the generality of the foregoing, the referring friend shall not publish in a website which promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities or otherwise reasonably objectionable content, include material that is in breach of and/or infringes any intellectual property rights of any third party (including any material copied from third parties without their permission).
9. In no event shall the referring friend engage in any e-mail marketing or promotion with respect to the distribution of the Link, except as expressly approved by eToro X in writing. Without limiting the generality of the foregoing, the referring friend: (a) shall not send any e-mail regarding the eToro Group's services to any individual or entity that has not requested such information, and (b) shall always include "unsubscribe" information at the top and bottom of any e-mail regarding eToro Group's services.
10. In addition to the restrictions set forth above, the referring friend shall not: (a) engage in any fax, broadcast or telemarketing and/or any other offline marketing methods with respect to the eToro X, (b) use Malware and/or Spyware techniques and/or Peer to Peer (P2P) distribution methods and/or Paid to Click (PTC) networks and/or doorway pages opening eToro X websites inside an iframe and/or use any other aggressive advertising or marketing methods in any of its dealings relating to eToro X.
11. Referring friend specifically undertake to ensure that its activities are and will be in compliance with applicable laws and regulations, including but not limited to the GFSC regulations and/or any other applicable regulation. The referring friend shall be solely responsible for any non-compliance with the above. Referring friend shall comply with any applicable data protection and privacy requirements and any analogous legislation in any and all jurisdictions applicable to the referred friend. Referring friend is, and shall remain in full compliance with the laws and regulations applicable within each territory in which it shall promote eToro X. The referring friend agrees to immediately cease its marketing activities



and/or immediately cease the operation of the same in any territory requested by eToro X upon the occurrence of any illegality or suspicion of illegality or non-compliance with any laws or regulations.

Payments of Revenue Share:

12. The Revenue Share shall be paid in a Crypto Asset or in any combination of Crypto Assets, as shall be decided in by eToro X at its sole discretion and in accordance with the exchange rate available to eToro X.
13. In the event that the Revenue Share in any calendar month shall be worth less than US\$25 (in accordance with the exchange rate available to eToro X) then such Revenue Share shall not be payable on the applicable date and shall be carried forward to the next month until reaching such threshold.
14. The Revenue Share under this promotion may be limited to a number of referred friends per eToro X's sole discretion. In any case, the limitation shall apply per account, person, means of payment, household and/or any environment where computers are shared. Duplicate friends will be disregarded
15. The referring friend shall bear all costs and expenses incurred in connection with its activities.
16. All Revenue Share hereunder are subject to risk analysis considerations and anti-money laundering procedures. eToro X reserves the right to demand and receive information about any referred friend/referring friend and to assess the competency for payments.
17. The referring friend shall be responsible for payment of its respective taxes due under any applicable law. eToro X shall make deductions from any Revenue Share made to the referring friend as may be and to the extent required under any applicable law.
18. The measurements and calculations of the Net Revenues (as such calculations may be amended and/or updated by eToro from time to time) are conclusive and the referring friend shall not have the right to appeal and/or disagree with respect thereto. In order to ensure accurate tracking and calculation of the Net Revenues, the referring friend must ensure that the Link is properly formatted.
19. Acceptance of Revenue Share will be deemed full and final settlement of Revenue Share due for the calendar month indicated.
20. eToro X shall be permitted to set-off any amounts owed to it by the referring friend against any amounts due to the referring friend by eToro X hereunder. eToro X shall also be permitted to set-off any amounts which have been paid to the referring friend by eToro X in access (i.e., any over-payment made to the referring friend) against any amounts due to the referring friend by eToro hereunder.
21. in addition to any other terms and conditions set forth herein or under applicable law, the referring friend shall not be entitled to receive any fees for any referred friend and/or any other type of traffic: (a) unless and until the referred friend has been approved and qualified by eToro X. eToro X shall have the sole and absolute discretion in connection with the rejection or refusal of any customer to register to and/or trade on the exchange platform; (b) in the event that the Net Revenues were generated from trading accounts that eToro X has a reason to believe are owned and/or managed by the referring friend and/or any of its shareholders and/or officers and/or any of their family members and/or dependents and/or relatives, without explicit written approval of eToro X; (c) eToro X has reason to believe that the referring friend's activity is (i) not in compliance with any applicable law or regulation, including, without limitation to GFCS regulation and/or any other applicable regulator/regulation; or (ii) in breach of the terms of this promotions including any representation or warranty made herein.

Disclaimer of Warranty and Limitation of Liability



22. Except as expressly set forth above and to the maximum extent permitted by applicable law, eToro Group makes no warranty of any kind, express, implied or statutory, regarding the Services, and all such warranties, including, without limitation, the implied warranties of merchantability and/or fitness for a particular purpose are hereby expressly disclaimed by eToro Group. The referring friend acknowledges that eToro Group has not represented or warranted that the Services will be uninterrupted, error free, without delay or without compromise of the security systems and features therein and appurtenant thereto.
23. Under no circumstances shall eToro Group (or any of its shareholders, directors, officers, employees, Affiliates, representatives or licensors) be liable to the referring friend for any consequential, incidental or special damages (including damages for business interruption, loss of business information and the like) arising out of or in connection with this promotions.

Additional Terms

24. Referring friend shall be solely responsible to any matter related to his conducts and use/sharing of the Link and/or any action taken by him in connection with this promotion. The referring friend undertakes not to use the Link in online platforms in such way that may create the impression that they are eToro Group's websites. The referring friend shall not display any information and/or materials of eToro and/or the eToro brands unless the content of such information and/or materials and/or the manner in which they are displayed are specifically approved by eToro X. In the event that eToro shall require the referring friend to remove from any Link from any online platform, the referring friend shall immediately comply with such request and shall remove such content not later than 24 hours from eToro X's request.
25. The referring friend acknowledges and agrees that: (a) it will use the eToro X brands only as permitted hereunder; (b) it will use the eToro X brands in a lawful manner and in strict compliance with all requirements prescribed by eToro X; (c) the eToro X brands are and shall remain the sole property of eToro X; (d) nothing herein shall confer in the Referring friend any right of ownership in the eToro X brands and all use thereof by the referring friend shall inure to the benefit of eToro X; and (e) the referring friend shall not, now or in the future, attempt to register any eToro X brand and/or domain name and/or contest the validity of any eToro X brands or use any term or mark confusingly similar to any eToro X brands. In addition, the referring friend will not to bid on the eToro X brands, including but not limited to the words "eToro" and/or "eToro X" spelled in any possible way (including with typos, spaces, signs, symbols or in any other way).
26. Any use of eToro X intellectual property, name, or logo, including use of eToro X trade or service marks, other than as explicitly provided herein, without express consent from eToro X or in a manner that otherwise harms eToro X or the eToro X brand, or any action that implies an untrue endorsement by or affiliation with eToro X, is strictly prohibited.
27. It is hereby agreed and clarified that the referring friend shall not be permitted to share the Link in any of eToro Group's platforms or on any internet website on which eToro is promoting its services and/or in any other manner which results in the referring friend competing with eToro X in relation to the promotion of the Services. In addition, the referring friend shall not carry out search engine marketing of using the word "eToro".
28. The promotions is not exclusive in any manner, and nothing herein shall limit, prevent or preclude eToro X from entering into arrangements with other third parties. Nothing herein shall prevent eToro X from



promoting and/or marketing its Services by itself. Any and all rights not granted herein are expressly reserved by eToro X.

29. At all times, we reserve the right to deny, withhold, withdraw any promotion or the entitlement for any Revenue Share, change any threshold or any other term of this promotion at our sole discretion. Without derogating from the above, if we suspect that a user (whether alone or with others) has manipulated or abused (or attempted to do so) a promotion and/or otherwise acted in bad faith towards us, has used the Services in violation of the eToro X Terms and Conditions, has acted in non-compliance with any law or regulation apply to it or eToro X, we reserve the right, at our 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 or any portion thereof and close the Account, and/or (ii) remove and/or deduct any Revenue Share which might have been granted to such users (taking into account any loss sustained which will be fully recognized); and/or (iii) remove and/or deduct any profits gained by such users as a result of such manipulation or abuse, and/or (iv) deny, withhold or withdraw from that user such Revenue Share and any future Revenue Share. For the avoidance of doubt in such circumstances, Revenue Share or and any profit or gains obtained by such users may be withdrawn, while any loss suffered by such users will be recognized and sustained.
30. eToro X may, under its sole discretion, retroactively change the compensation plan of the referring friend at its sole discretion and without limiting from the foregoing, in the event that eToro X has a reasonable suspect of a manipulation of eToro X Services. In such event, effective as of the date specified in eToro X's notification to the referring friend regarding the change of the compensation plan, the referring friend shall be compensated under the new compensation plan and it shall not be entitled to receive any payment under the previous compensation plan (and in the event that any payments have already been made under the previous compensation plan, the referring friend shall immediately return eToro X any such payment and eToro X shall also be permitted to deduct such payments from any future payments due to the Affiliate, which may cause an Affiliate's balance to be negative).
31. In the event that the referred friend shall not generate any Net Revenues during a period of three (3) months following the completion of the referred friend registration, then the referring friend shall no longer be entitled to receive the Revenue Share and/or any other payments from eToro X.
32. eToro X reserves the right to take legal actions against referring friend and/or the referred friend in the event the of any breach of the terms herein.
33. eToro X shall have the right, at any time and under its sole and absolute discretion, to change and/or amend the terms and conditions of this promotion including without limitation, setting any baseline, threshold, minimum deposits/earnings and/or other requirement(s) for qualifying into any of the compensation plans and/or for receiving any fees set forth herein. You agrees that any new format of this promotion which shall be posted on eToro X's websites shall be considered as sufficient provision of notice for the changes and/or amendments made in such new format and shall become effective as of the date of posting it as aforesaid.
34. This promotion shall be governed by and construed in accordance with the laws of Gibraltar notwithstanding any principles of conflicts of law. The competent courts in Gibraltar shall have sole and exclusive jurisdiction regarding any dispute or claim arising hereunder. By using our Services, you agree to recognize all electronic and magnetic data and documentation as admissible evidence when settling a dispute between us.



We reserve the right to amend, retract and/or cancel any and all promotions at any time.

The promoter is eToro X Limited. Also trading under the name "eToroX". eToro X is a regulated DLT provider licensed by the Gibraltar Financial Services Commission under the Investments and Financial Fiduciary Services Act with license number FSC1333B.

By using the Services, you are voluntarily choosing to engage in sophisticated financial transactions which are associated with a significant risk of financial loss and are therefore not appropriate for everyone. Such risks include, but are not limited to, risks of financial loss, internet and computers transmission risks, blockchain risks and security risks. You should therefore carefully consider whether the Services are suitable for you in light of your financial condition and knowledge. You should obtain your own advice and review eToro X Terms and Conditions before deciding whether to trade with us.

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