

**ETORO (EUROPE) LIMITED**  
**ADDENDUM TO TERMS AND CONDITIONS FOR CRYPTOCURRENCIES TRADING**

This Addendum to Terms and Conditions for Cryptocurrencies Trading (the “Addendum”) is supplemental to and forms part of the eToro (Europe) Limited, KIBC, (Kanika International Business Center), 7th Floor, 4 Profiti Iliia Street, Germasogia, Limassol, 4046, regulated by the Cyprus Securities and Exchange Commission under license No. 109/10 (“eToro” or “us” or “we” or as appropriate) general **Terms & Conditions** and any other terms of use published on our website under the Regulation and License section, as amended from time to time (the “**Terms and Conditions**”). This Addendum sets out the terms and conditions under which you can trade the underlying Cryptocurrencies (“**Cryptocurrency**” which means a type of decentralized digital currency or asset that is not issued by any central bank or issuer in which encryption techniques are used to facilitate the generation of units of the currency or asset and verify the transfer of units), which we may at our sole discretion offer for trading on the eToro Trading Platform from time to time (“**Cryptocurrencies Trading Service**”). The Terms and Conditions, as supplemented and amended by this Addendum shall apply to your Cryptocurrencies Trading Service. In case of a conflict between the provisions of this Addendum and the Terms and Conditions, the provisions of this Addendum will prevail. All capitalized terms used in this Addendum and not otherwise defined shall have the meaning ascribed to them in the Terms and Conditions.

**Cryptocurrencies markets and our Cryptocurrencies Trading Services are unregulated, which means it is not governed by any specific European regulatory framework (including MIFID). Therefore, when using our Cryptocurrencies Trading Service you will not benefit from the protections available to clients receiving regulated investment services such as the access to the Investor Compensation Fund for Customers of Cypriot Investment Firms and the Financial Ombudsman Service for dispute resolution. You will continue to benefit from the rules relating to our obligations for best execution of your orders and compliance with rules for client assets to the extent possible. As part of the Cryptocurrencies Trading Service, eToro may be relying on third party service providers (including affiliated companies) to buy or hold the Cryptocurrencies on your behalf and those third parties may be based outside of the EEA and/or may be unregulated. eToro will not be responsible in the event of losses caused by those third parties.**

**Please note - Our Cryptocurrencies Trading Service will not be appropriate for everyone. A full explanation of the risks associated with our Cryptocurrencies Trading Service is set out in the General Risk Disclosure and in the Terms and Conditions. The risk of loss in trading or holding Cryptocurrencies can be substantial and it may result in loss of all the capital invested in a transaction. You should therefore carefully consider whether trading or holding Cryptocurrencies is suitable for you in light of your financial condition. You should ensure you fully understand such risks before entering into this Agreement with us.**

**Prices can and do fluctuate significantly on any given day. Such price fluctuations may result in loss of all the capital invested in a transaction. Any currency - virtual or not - may be subject to extreme swings in value and could become worthless. There is an inherent risk that losses will occur as a result of buying, selling or trading anything on a market, particularly on a non-regulated market such as the Cryptocurrencies market. We offer you Margin trading which amplify gains as well as losses. In Margin trading You can lose more funds than you deposit in such Transaction. Therefore the Cryptocurrency you bought has a sharp decline, you will face the risks of larger losses as a result of the margin utilized.**

**Cryptocurrencies trading also has special risks not generally shared with official currencies or goods or commodities in a market. Unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver, Cryptocurrencies are unique kind of virtual assets, backed by technology and trust. There is no central bank that can take corrective measures to protect the value of Cryptocurrencies in a crisis or issue more currency.**

**IMPORTANT NOTE - ETORO DOES NOT PROVIDE CRYPTOCURRENCIES TRADING SERVICE FOR USERS FROM CHINA. FOR SUCH USERS ANY CRYPTOCURRENCY TRANSACTION SHALL BE A CFD TRANSACTION.**

**ETORO DOES NOT ACCEPT ANY USERS IN THE USA (RESIDENTS AND CITIZENS), JAPAN, BRAZIL, TURKEY, CANADA (INCLUDING ONTARIO & QUEBEC), DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA (DPRK), IRAN, CUBA, ALBANIA, SERBIA, SUDAN OR SYRIA.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ADDENDUM AND/OR THE GENERAL RISK DISCLOSURE, FRENCH**

**RESIDENTS SHALL BE ELIGIBLE TO AN INTRINSIC PROTECTION. ACCORDINGLY, AND INDEPENDENTLY OF THE MARKET VOLATILITY, THEIR MAXIMUM LOSS WITH RESPECT TO EACH TRANSACTION SHALL BE THE TOTAL AMOUNT INVESTED IN SUCH TRANSACTION.**

**Before you use our service, you should read this Addendum carefully, the Terms and Conditions, the General Risk Disclosure Notice, the Privacy Policy and any other documents that we have supplied or in the future will supply to you.**

**You acknowledge and agree by using, and/or by continuing to use the Service, you are entering into a legally binding contract and have read, understood and accepted this Cryptocurrencies Addendum. By doing so, you will be deemed to have signed the document manually. To the extent permitted under applicable mandatory law, you hereby waive any rights or requirements under applicable laws, regulations in any jurisdiction that requires an original (non-electronic) signature or delivery or retention of non-electronic records. A copy of this Cryptocurrencies Addendum should be printed and retained in your files.**

**This Addendum was published and last updated on July 29, 2019. You should print a copy for your references.**

## **1. INTRODUCTION**

- 1.1. We will process your orders in relation to Cryptocurrencies and hold the same for you at our absolute discretion.
- 1.2. The Cryptocurrencies that eToro offers for trading on our Trading Platform may change from time to time, at our absolute discretion.
- 1.3. eToro offers non-delivery Cryptocurrencies Trading Services under this Addendum. Accordingly, you can only buy and hold Cryptocurrencies in your account that were acquired through the eToro Trading Platform. You acknowledge and agree that, unless eToro enables you to take possession of your Cryptocurrencies, you are unable to withdraw or transfer any Cryptocurrencies out of your account including, but not limited to, any bank account, wallet, address, or storage device, except in accordance and subject to the terms and conditions detailed under Section 5. You always have the option to sell your Cryptocurrencies to eToro through the eToro Trading Platform and withdraw all or any part of the balance from your account in fiat currency. You cannot deposit into your eToro account any Cryptocurrencies that you have not bought through our Trading Platform.
- 1.4. You can buy, hold, sell or Transfer (subject to the availability of such service detailed on section 5 of this Addendum) Cryptocurrencies in your eToro account thorough the eToro Trading Platform and all such activity shall be subject to the provisions of this Addendum.
- 1.5. This Addendum applies to the **Cryptocurrency buy transactions which are not excluded in section 1.6 below** (including Margin Transactions as this term is defined below, and any other Cryptocurrency transaction which is indicated in the Trading Platform as the underlying asset transaction) (the "**Cryptocurrencies Trading Service**"). Generally, any Cryptocurrency Copytrading transactions (including CopyPortfolio positions) shall have the same classification as in the account of the copied transaction, unless otherwise indicated in the Trading Platform. However, different classification of your transaction may arise out of regulatory limitations, different product offering we have in different regions and other business considerations.
- 1.6. The following Cryptocurrencies transactions shall be classified as CFD transactions and are only subject to the provisions of the general Terms and Conditions and not governed by this Addendum:
  - 1.6.1. Cryptocurrency transactions which are indicated in the Trading Platform as CFD transactions.
  - 1.6.2. Cryptocurrency short transactions;
  - 1.6.3. Cryptocurrency CopyTrading and CopyPortfolio transactions with leverage higher than 2x.
  - 1.6.4. Cryptocurrency Copytrading (including CopyPortfolio) transactions classified as CFD in the account of the copied investor, unless otherwise indicated in the Trading Platform.
  - 1.6.5. All cross transactions of cryptocurrencies with other cryptocurrencies (such as ETH/BTC) and/or with fiat

money (the example 'pairs' such as ETH/EUR, BTC/EUR).

- 1.7. Any Cryptocurrencies purchased by you as part of the Cryptocurrencies Trading Service will be held and administered by us as custodian but we may, at our absolute discretion, delegate certain custody functions under this Addendum to third party service providers (including affiliated companies) that may be based outside of the EEA and/or may be unregulated. Hence, your ownership rights for such assets may differ or not be enforceable
- 1.8. if you are an employee or contractor of a financial services firm or any other firm that has controls over the financial transactions in which its employees and contractors deal, you will give us proper notice of this and of any restrictions that apply to your dealing;

## **2. AGENCY - YOU APPOINT ETORO AS YOUR AGENT**

- 2.1. By providing you with the Cryptocurrencies Trading Service We will act on your behalf as an agent.
- 2.2. You hereby irrevocably appoint eToro as your agent, with full power to act as such to the fullest extent permitted by law, for the purpose of: (i) properly carrying out the provisions of this Addendum; and (ii) taking any action that eToro reasonably and in good faith deems necessary or advisable to accomplish the purposes of this Cryptocurrencies' Addendum.

## **3. THIRD PARTIES**

We may, at our reasonable discretion, arrange for an order to be executed with or through a third-party which may be an unaffiliated company, or an affiliate of eToro including unregulated entities (“**Third Parties**”). Any authority granted by you to the eToro, and/or any limitation of liability of eToro, shall also extend to include its affiliates, agents and any service provider. eToro and the agents, affiliates or service providers acting on behalf of eToro under this Addendum are authorized to perform the services contemplated by this Addendum. You consent to eToro providing your identifying information to any requesting service provider of eToro.

We will not be liable to you for any act or omission of any such third-party including but not limited in regard to information provided by such third-party, except where we have acted negligently, fraudulently or in willful default in relation to the appointment of the third-party.

## **4. CRYPTOCURRENCIES TRADING SERVICES**

- 4.1. In addition to all Services described in the Terms and Conditions and any of its addendums we may provide you with the following services:
  - 4.1.1. brokerage services, consisting of Cryptocurrencies Trading Service (including buying and selling Cryptocurrencies);
  - 4.1.2. arranging for you the services described in 4.1.1 above as an agent;
  - 4.1.3. custody services in relation to your Cryptocurrencies.
  - 4.1.4. Loan or credit service related to Margin Transaction, subject to our discretion.
- 4.2. You agree that, unless otherwise provided in this Addendum, we are under no obligation:
  - 4.2.1. To extend we grant you any loan and/or credit;
  - 4.2.2. to monitor or advise you on the status of any order, except as reflected in your Account;
  - 4.2.3. to monitor or advise you of the status of the Cryptocurrencies held by us on your behalf;
  - 4.2.4. to satisfy ourselves as to the suitability of any transaction for you;

- 4.2.5. to provide with the Investment advice or personal recommendation for any transactions;
- 4.3. We are not providing you with any investment, legal, regulatory, tax or other form of advice. You are required to rely on your own judgement in entering into, or refraining from, providing us with an order or from entering into, or refraining from entering into, a transaction, including Margin Transaction. You are not entitled to ask us to provide you with investment advice relating to Cryptocurrencies, or a transaction or to make any statement of opinion to encourage you to enter into a particular transaction. You may wish to seek independent legal advice in relation to any transaction you propose to enter into under this Addendum.
- 4.4. We may, at our absolute discretion, provide information:
- 4.4.1. in relation to any Cryptocurrency transaction or order, particularly regarding procedures and risks attaching to that Cryptocurrency transaction or order; and
- 4.4.2. by way of factual market information;
- however, we will be under no obligation to disclose such information to you and in the event of us supplying such information it will not constitute investment advice.
- 4.5. You acknowledge that the product details that apply at the time when you make a transaction will be those displayed on our website(s), which may be updated from time to time.

## 5. **TRANSFER OF CRYPTOCURRENCIES**

- 5.1. A client who purchased Cryptocurrencies under this Addendum, except for Margin Transaction, may request to transfer said Cryptocurrencies to a wallet account opened in such client's name with eToro X Limited ("**eToro X Wallet**" and "**eToro X**", respectively), subject to certain conditions and limitations, as shall be determined in eToro's sole discretion from time to time, and the payment of the Transfer Fees as set forth in the Fees Page ("**Transfer**"). The services rendered by eToro X shall be governed by a separate terms and conditions available at [www.etorox.com](http://www.etorox.com) in the [Legal & Regulation](#) page "**eToro X Terms & Conditions**". Both eToro and eToro X retains the right at any time to cancel and/or suspend, partially or fully, the ability to transfer Cryptocurrencies out of eToro accounts and/or fully or partially reject or cancel a request for Transfer at their sole discretion, without any liability or notification to you. Cryptocurrencies bought in a Margin Transaction (see section 7 below) have no Transfer option.
- 5.2. Without derogating from the generality of the above and the conditions and limitations, as shall be determined in eToro's sole discretion, by submitting a request for Transfer, you agree and acknowledge that:
- 5.2.1. An eToro X Wallet in your name has been set up and has been fully verified by eToro X.
- 5.2.2. Transfers and hosting of the transferred Cryptocurrencies are subject to eToro X's Terms & Conditions.
- 5.2.3. Cryptocurrencies Transferred to the eToro X Wallet cannot be re-deposited to the Trading Platform and/or converted into fiat currency in eToro X Wallet.
- 5.2.4. The Cryptocurrencies cannot be transferred to any wallet address provided by any third party other than eToro X.
- 5.2.5. The Cryptocurrencies underlying the Transfer were purchased by you on your own free will using the payment methods which you are their rightful owner, or pursuant to your acknowledgment and consent. Therefore, you hereby waive any chargeback claim against the aforementioned transaction and you confirm and acknowledge that neither you, nor anyone acting on your behalf, shall have a claim, demand or suit or ground for claim, which now or may hereafter accrue, known or unknown, in relation to the aforementioned transaction.
- 5.2.6. Fees for Transfer transactions shall be applicable as set forth in Section 0. Cryptocurrencies Transfer Fee and blockchain fees will be deducted from your net units of Cryptocurrencies Transferred to your eToro X Wallet.

## 6. YOUR USE OF MARKET DATA

- 6.1. In case of Cryptocurrencies **"Market Data"** is data produced by different exchanges and/or any third party. The data may include (without limitation) current market prices ("real time" or delayed), opening and closing market prices and ranges, high-low market prices, estimated and actual market volumes and the size, number and existence of current market bids and offers.
- 6.2. Any Market Data eToro provides to you, or you access through our website, will be provided or made accessible for convenience and information only solely to assist you to make your own investment decisions, and does not amount to investment advice. THE DATA WILL THEREFORE BE PROVIDED OR MADE ACCESSIBLE TO YOU WITHOUT ANY LIABILITY AND YOU SHOULD NOT RELY UPON THE MARKET DATA IN ANY WAY. In particular, any price quoted in the Market Data may differ from the execution price you actually obtain.
- 6.3. Market Data constitutes valuable confidential information. As such, the data is the exclusive property of the exchange or the third party which provided such Market Data. Accordingly, you may use it only for your own trading purposes under the rules of the relevant exchange and you may not redistribute the data in any way. You should consult the website of the relevant exchange for full details of the rules.
- 6.4. You will not use the prices we make available to you for any purpose other than trading in your account with eToro, and you agree not to redistribute the prices we make available to you to any other person whether such redistribution be for commercial or other purposes.
- 6.5. You authorize eToro to enter into any agreement on your behalf with any exchange(s) relating to the proper use of market data as eToro sees fit.

## 7. MARGIN TRANSACTIONS

- 7.1. When you purchase Cryptocurrencies with us, you may pay for the Cryptocurrencies in full or you may borrow part of the purchase price from us. If you choose to borrow funds from us, you will open a Cryptocurrency margin buy transaction which is subject to certain margin requirements as shall be determined by eToro's sole discretion and initially indicated on the Trading Platform in the "stop loss" rate, which may be updated from time to time ("**Margin Requirements**" and "**Margin Transaction**", respectively). Margin Transactions under this Addendum are available only for buy transactions with 2X leverage and exclude CopyTrading and CopyPortfolio transactions.
- 7.2. Eligibility to the Margin Transactions shall be determined by eToro according to its internal procedures and requirements and at its sole and absolute discretion. eToro reserve the right to refuse to enable Margin Transactions either generally or to a specific user for any reason without providing any explanation or prior notice.
- 7.3. For each Margin Transaction you will pay an overnight fee as indicated in our [Fee Page](#).
- 7.4. The Cryptocurrencies purchased in a Margin Transaction and any asset resulting from any Fork in relation thereto are our collateral for the loan provided to you and any fees related due thereon. If the Cryptocurrencies in such Margin Transaction decline in value, so does the value of the collateral supporting your loan, and as a result we can take action, such as sell those Cryptocurrencies in order to maintain the required equity. If such Cryptocurrencies are not sufficient to cover your debt to us (including any fees) we may use in our sole discretion, subject to any applicable law, any other assets and/or funds in your account (including liquidation of such assets, if permitted under any applicable law).
- 7.5. You acknowledge that eToro will not issue margin calls in respect to Margin Transactions. It is your sole responsibility to follow up whether your transaction is about to be closed due to Margins Requirement as shall be indicated in the Trading Platform. eToro will liquidate your Margin Transaction in order to satisfy the Margin Requirements without prior notice to you and without an opportunity for you to choose the timing of liquidation. We may but are not

obligated to, in our sole discretion, allow you to add funds into the position to avoid any forced liquidation of your Cryptocurrencies.

- 7.6. Any requirement for margin must be satisfied in such currency and within such time as may be specified by us (in our sole discretion) or, if none is specified, immediately.
- 7.7. The consideration from the liquidation of the collateral will be used first to pay off interest before principal. Any unpaid loan shall continue to accrue overnight fees until the loan amount shall have been paid in full.
- 7.8. It is important that you fully understand the risks involved in trading Cryptocurrencies on margin. The risks include the following:
  - 7.8.1. **You can lose more funds than you deposit in the Margin Transaction.** Margin trading can amplify gains as well as losses. If the Cryptocurrency you bought suddenly has a sharp decline, you will face the risks of larger losses. A decline in the value of Cryptocurrencies that are purchased on Margin may require you to add funds to such transaction to avoid the forced sale of those Cryptocurrencies or other assets in your Account.
  - 7.8.2. **We can force the sale of assets in your account.** If the Cryptocurrencies in a Margin Transaction falls below the Margin Requirements, we can sell the Cryptocurrencies in your account to cover the margin deficiency. You will also be responsible for any shortfall in the account after such a sale.
  - 7.8.3. **We can sell your Cryptocurrencies without contacting you.** We are not required to contact you for a margin call to be valid and we can liquidate Cryptocurrencies in your accounts to meet the Margin Requirements, including immediately selling the Cryptocurrencies without notice to you.
  - 7.8.4. **We can increase our Margin Requirements at any time and is not required to provide you with advance written notice.** These changes often take effect immediately and may result in the issuance of a margin call. Your failure to satisfy the call may, as described above cause us to liquidate or sell Cryptocurrencies or other assets in your Account. We are not responsible to delays in the release of funds intended to satisfy the call, including but not limited to internal holds on funds exceeding verification limits, delays in the transfer of funds from external accounts maintained by third party financial institutions, and failure of proper routing of funds through financial networks. The funds won't count towards their Margin Requirements until they are released.
  - 7.8.5. **You will not be entitled to an extension of time on a margin call.**
- 7.9. We provide all clients with negative balance protection. This means that your aggregate liability in your Account is limited to the funds in your Account.
- 7.10. It is your responsibility to monitor at all times the amount deposited in your transactions against the amount of any margin that may become necessary.
- 7.11. You hereby grant eToro the right to pledge, re-pledge, hypothecate, invest, either separately or with the property of other customers, to itself as broker or to others, any Cryptocurrency or asset held for your benefit by eToro as margin or security. eToro is irrevocably appointed as attorney in-fact for You and is authorized, without notice to you, to execute and deliver any documents, give any notice and to take any actions on Your behalf, including the execution, delivery and filing of financing statements, that eToro deems necessary or desirable to evidence or to

protect its interest with respect to any collateral

## 8. **ORDERS**

### 8.1. **General**

- 8.1.1. You warrant and represent that you will use reasonable endeavors to ensure that any order placed by you with us are consistent with accepted market practice and conduct in the applicable Underlying Market. (“**Underlying Market**” shall mean - an exchange, Market Maker, Retail Service Provider and/or other similar body and/or liquidity pool on which the Cryptocurrencies are traded as the context requires; “**Market Maker**”, “**Retail Service Provider**” means a firm that provides on request buy and sell prices for Cryptocurrencies).
- 8.1.2. We may, in our sole discretion and at our sole option, decline the execution of any orders for a variety of reasons, including, but not limited to, the size of an order, market conditions, your breach of this Addendum or the Terms and Conditions, a violation of any applicable rules or regulations related to your orders, insufficient or inadequate securities or liquid funds in your Account (including all commission, charges, taxes and any amount in addition to the current price of the Cryptocurrency that we reasonably consider may be necessary), insufficient margin, risk considerations, we want to check the instruction with you for some reason (e.g., suspected fraud), we are concerned that the order may not have come from you or an authorized person on your behalf, you have exceeded any limit applicable to you or in respect of your dealings with us and other matters that affect trading generally.
- 8.1.3. If we accept an order and then an event takes place which means that it is no longer reasonable for us to act on that order, we will be entitled to disregard or cancel your order and we shall not have any liability to you as a result of such action. Examples include but are not limited to:
- 8.1.3.1. a change in the applicable regulations, so that the order or the transaction to which the order relates is no longer in compliance with the applicable regulations;
- 8.1.3.2. if we cease to offer the Order you have requested.
- 8.1.4. We may be required to cancel a transaction if requested by an exchange or may be required to cancel an order if requested or recommended by an exchange and you agree to use all reasonable endeavors to assist us in this regard.
- 8.1.5. If you place an order (whether during normal market hours or when the market is closed), you agree to pay or receive the prevailing market price at the time your market order is executed. You understand that the price you pay may be significantly higher or lower than you had anticipated at the time you placed the order.
- 8.1.6. You are responsible for the monitoring of all of your orders entered into our electronic systems until such orders are confirmed or a cancellation is confirmed by us.
- 8.1.7. There is no guarantee that your order will be filled in full or in part. Where a delay occurs for any reason, we will attempt to execute the order as soon as reasonably practicable. You acknowledge and accept that the market price of the Cryptocurrencies may have moved during the time between our receipt and acceptance of your order and our attempt to execute order. In these circumstances, the third-party who has provided the quotation to us is not obliged to honor the indicative price you have received and, if that is the case, we may reject your order. Such movements in price may be in your favor or against you.
- 8.1.8. You acknowledge and agree that eToro reserves the right to cause any of your orders to be routed for execution to one or more exchanges or off-exchanges, associations, electronic communications networks or markets according to our sole discretion.
- 8.1.9. Unless we agree otherwise, all sums payable by you are due immediately and must be paid on entering into the transaction in accordance with clause 0.

- 8.1.10. Each order given by you will be binding on you notwithstanding that by entering into the order as applicable, you may have exceeded any limit applicable to you or in respect of your dealings with us.
- 8.1.11. You acknowledge that it may not be possible to cancel or modify an order. Any attempt to cancel or modify an order is simply a request to us to do so. We are not liable to you if we are unable to cancel or modify an order. You understand and agree that, if an order cannot be cancelled or modified, you are bound by any execution of the original order. You further acknowledge that attempts to modify or cancel and replace an order can result in an over-execution of the order or the execution of duplicate orders, that our systems do not prevent such over-executions or duplications from occurring, and that you shall be responsible for all such over-executions or duplications. If you enter a cancellation request, you agree to confirm that the cancellation request has been effected prior to entering a replacement order. You agree not to assume that any order has been executed or cancelled until you have received written confirmation from us. You are responsible for knowing the status of your pending orders before entering additional orders. You agree to contact us immediately if you are unclear on the status of an order.
- 8.1.12. The execution price reported to You on the relevant confirmation of the buy or sell order shall reflect the prices made available to us at the time of execution to which our spreads and commissions shall be added or deducted, as the case may be. Such bid-ask prices shall not necessarily reflect the price for the underlying Cryptocurrency as quoted on the relevant exchanges in which the Cryptocurrency is traded and/or the prices presented in charts and/or other market information made available by us. eToro disclaims any liability with respect to any such discrepancies.
- 8.1.13. You acknowledge that our platform is independent of any exchanges and we are under no obligation to quote a particular price or follow the trading rules consistent with such exchanges. You further acknowledge that the triggering of your transaction is linked to the prices we quote on our platform and not the prices quoted on any relevant exchanges. In determining whether the prices quoted on the platform reach or exceed the price accepted by Us in a transaction, We will be entitled (but not obliged) to disregard any prices quoted during any pre-market, post-market or intra-day auction periods in the relevant exchange, during any intra-day or other period of suspension in the relevant exchange, or during any other period that in our reasonable opinion may give rise to short-term price spikes or other distortions. Our prices may differ from the current prices on the relevant exchanges and you acknowledge that a transaction may or may not be triggered even though: (a) an exchange never traded at the level of your transaction; or (b) the exchange did trade at the level of your transaction but for such a short period or in such low volumes that it would have been impractical to execute an equivalent transaction on the exchange.
- 8.1.14. When entering into an order for Cryptocurrencies, You irrevocably and unconditionally agree to accept the Cryptocurrency bid/ask prices in which the transaction shall be executed as shall be reflected on our Trading Platform as final and binding.
- 8.1.15. We may use another executing broker, including an affiliate or a non-affiliated third party, to execute your orders.
- 8.1.16. Without derogating from the generality of the foregoing or any other provision of this Addendum Conditions, We further reserves the right NOT to execute buy or sell orders for Cryptocurrencies and/or to close any open positions therein, without any further notice to you, in the following circumstances: (1) Your order violates any applicable laws, regulations or Rules, or is intended to defraud or manipulate the market; (2) abnormal market conditions and/or a significant disruption in or premature close of trading in of the underlying Cryptocurrency and/or the market on which the underlying Cryptocurrency is traded; (3) Force Majeure, acts of God, war (declared or undeclared), terrorism, fire or action by an exchange, regulatory or governmental authority that disrupts trading in the relevant security; (4) in the event liquidity providers are unable to provide liquidity to Us.

## 8.2. **Errors**

In the event of an error, whether via our Cryptocurrencies Trading Services, in a purchase order confirmation, in



processing your purchase, or otherwise, we reserve the right to correct such error and revise your purchase transaction accordingly (including charging the correct price) or to cancel the purchase and refund any amount received. Your sole remedy in the event of an error is to cancel your purchase order and obtain a refund of any amount charged.

### 8.3. **Market Volatility**

Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any Cryptocurrency, the actual market rate at which a market order or trade is executed may be different from the prevailing rate indicated via the Cryptocurrencies Trading Services at the time of your order or trade. You understand that we are not liable for any such price fluctuations. In the event of a market disruption or Force Majeure event (as defined in this Addendum), eToro may do one or more of the following: (a) suspend access to the Services; or (b) prevent you from completing any actions via the Services, including closing any open positions. Following any such event, when trading resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.

### 8.4. **Suspension**

If at any time trading on the Underlying Market is suspended in any Cryptocurrency that forms the subject of your order, then the applicable order will also be suspended and you will not be able to sell any Cryptocurrency we hold on your behalf until such suspension is terminated and trading recommences.

Following lifting of suspension, any order that you may have given us with respect to the Cryptocurrency that have been triggered will be executed as soon as is reasonable in the circumstances. We cannot guarantee that your order will be executed at the first available Underlying Market price.

### 8.5. **Delisting and/or non-supported Cryptocurrencies**

8.5.1. If at any time any of the Cryptocurrencies that forms the subject of your order is delisted and/or we no longer support the trading in such Cryptocurrencies for any reason, then the applicable order will be immediately closed.

8.5.2. If eToro is notified that a Cryptocurrency you hold in your Account is likely to be delisted and/or removed and/or canceled from any of the exchanges (some of them or all) and eToro believes that it shall not be able to trade in such Cryptocurrencies, eToro shall make an effort to sell the Cryptocurrencies on your behalf at such time and price, and in such manner, as it determines.

### 8.6. **Force Majeure Events**

We may, in our reasonable opinion, determine that a Force Majeure Event exists. A Force Majeure Event will include, but is not limited to, the following: (i) any act, event or occurrence (including without limitation any strike, riot or civil unrest, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the Cryptocurrencies in respect of which we deal on the Trading Platform; (ii) the suspension or closure of any exchange or the nationalization, government sequestration, abandonment or failure of any instrument on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event; (iii) the occurrence of an excessive movement in the level of any transaction and/or exchange or our anticipation (acting reasonably) of the occurrence of such a movement; (iv) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or (v) the failure of any relevant supplier, financial institution intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations. If we determine that a Force Majeure Event exists, we may without notice and at any time, acting reasonably, take one or more of the following steps: (a) alter your Margin Requirements; which may result in you being required to provide additional Margin; (b) close all or any of your open Transactions at such closing prices as we reasonably believe to be appropriate; (c) suspend or modify the application of all or part of these Addendum to the extent that the Force Majeure Event makes it impossible or

impracticable for us to comply thereto; (d) alter the trading hours for a particular Transaction. (e) void all open transactions in affected Instruments. You agree that we will not be liable in any way to you or to any other person in the event of a Force Majeure Event, nor for our actions pursuant to this section if we decide to take such action. The parties shall be released of all responsibilities for partial or full non-fulfilment, as well as for improper fulfilment of the obligations under this Addendum, if such non-fulfilment or improper fulfilment was a result of a Force Majeure Event, which occurred after the Services were terminated.

#### 8.7. **Operation of Cryptocurrency Protocols**

8.7.1. eToro does not own or control the underlying software protocols which govern the operation of Cryptocurrencies available for trading in our platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. By using eToro's Services, you acknowledge and agree (i) that eToro is not responsible for operation of the underlying protocols and that eToro makes no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules ("**Forks**"), and that such forks may materially affect the value, function, and/or even the name of the Cryptocurrency eToro holds for your benefit. In the event of a fork, you agree that eToro may temporarily suspend eToro operations (with or without advance notice to you) and that eToro may, in its sole discretion, (a) configure or reconfigure its systems or (b) decide not to support (or cease supporting) the forked protocol entirely.

8.7.2. According to our sole discretion we may decide (but for avoidance of any doubt we are not obligated to do so) to adjust your account in respect of a Fork depending on the circumstances of each event attributable to any specific Cryptocurrency held by You. Such adjustment shall be calculated by us, net of any taxes which may apply with respect thereto. In doing so we will make efforts to effect such adjustment on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice and/or taking into account the treatment we may receive from our counterparties or any relevant third party.

8.7.3. You acknowledge and agree that eToro assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

#### 9. **YOUR CRYPTOCURRENCIES RECORDS**

Cryptocurrencies which are held by eToro for your Account will be held by (a) eToro, as your custodian or (b) a nominee other than eToro, including a sub-custodian. Your ownership of your Cryptocurrencies will be reflected in eToro's records.

#### 10. **AGGREGTION**

We may aggregate orders received from our clients. Aggregation means that we may combine your order with those of other clients of ours for execution as a single order. We may combine your order to deal with those of other clients if we reasonably believe that this is in the overall best interests of our clients as a whole. However, on occasions, aggregation may result in you obtaining a less favorable price once your order has been executed. You acknowledge and agree that we shall not have any liability to you as a result of any such less favorable price being obtained.

#### 11. **OMNIBUS ACCOUNT**

11.1. All Cryptocurrencies held by eToro or eToro's nominee for you will be deposited by eToro in eToro's wallet or in any other manner as may be possible from time to time and will therefore be pooled with Cryptocurrencies of other Clients. All funds held by eToro for a Client (except for funds granted to you as part of the eToro Credit Line service) will be segregated by eToro and held in segregated bank accounts. eToro may hold your money and aggregate the money of other clients in the same bank account (an "**Omnibus Account**").

11.2. **Omnibus Account Risk**: The risk of loss emanating from the use of Omnibus Accounts in third parties. The above risk may hold other types of risks including legal, liquidation risk, haircut risk, third party risk etc.

11.3. In the event of the insolvency or any other analogous proceedings in relation to that third party, eToro may only have an unsecured claim against the third party on behalf of the client, and the client will be exposed to the risk that the money and/or Cryptocurrencies received by eToro from the third party is insufficient to satisfy the claims of the client in respect of the relevant account and/or wallet. eToro does not accept any liability or responsibility for any resulting losses.

## **12. CUSTODY**

12.1. Client Assets - You instruct us to hold any Cryptocurrencies bought on your behalf until we receive further instruction from you to sell or Transfer as described in section 1.3 above. We will act as custodian and will hold Instruments on your behalf in accordance with any regulations to the extent applicable.

12.2. We may, subject to any applicable regulations, appoint any other person as a sub-custodian or otherwise to hold Cryptocurrencies, including affiliated companies of eToro which may be incorporated outside of the EEA and be unregulated. We will exercise reasonable skill and care in the selection, appointment and periodic review of sub-custodians but we are not liable for their acts, omissions, insolvency or dissolution. Any discrepancy in terms of client assets and any resulting shortfall will be dealt with in accordance with any applicable regulations.

12.3. eToro will maintain true, complete and accurate records relating to the fiat money and Cryptocurrencies held by it for each Client. Such records will show that your Cryptocurrencies are held on your behalf, for your benefit and do not belong to us or any sub-custodian.

12.4. Your Cryptocurrencies and money will be held as described above, pooled together with other clients' Cryptocurrencies in an omnibus co-mingled custody account and/or wallet and/or any other manner as shall be possible at that time, subject to any applicable law. Therefore, you will not have a legal claim against a specific sum of money or a specific sum of Cryptocurrency. Instead, any claim will be against the pool in general. If we or our third-party nominee were to become insolvent there may be delays in identifying individual assets, and possibly an increased risk of loss if there should be a shortfall because additional time will be needed to identify the assets held for specific clients. In addition, in the event of an unreconciled shortfall caused by the default of a custodian and/or sub-custodian, you may not receive your full entitlement to the fiat money or Cryptocurrencies and may share proportionately in that shortfall.

12.5. You remain the beneficial owner of the Cryptocurrencies and money that we hold on your behalf and agree that you will not try to sell, mortgage or otherwise deal in or part with beneficial ownership of the Cryptocurrencies and money held on your account with us.

12.6. You will not be entitled to any interest in respect of Cryptocurrencies and/or money held by us as custodian and any interest will be retained by us.

12.7. The laws of some territories outside Cyprus do not recognize the legal concept of a "client account". If eToro becomes insolvent and any of your fiat money or Cryptocurrencies are held in the name of eToro by a wallet service provider or bank or depositary in such a territory, those funds or Cryptocurrencies may therefore be available to eToro's creditors generally and so may be at risk. If your fiat money or Cryptocurrencies are held by a bank or depositary outside the EEA, the applicable legal and regulatory regime may differ from that of the EEA. Your rights may differ accordingly, particularly if the wallet service provider or bank or depositary defaults.

### 13. **FEE**

- 13.1. You will be subject to certain fees and commissions. You agree to pay brokerage commissions, charges, foreign exchange dealing commissions on currency conversions, credit card processing fees and other fees promptly as set forth in the eToro's then-current Fee Page (<http://www.etoro.com/en/customer-service/fees/>) (the "**Fees Page**") as applicable to your account and the transactions and Services you receive. You also agree to pay all applicable country, federal, state and local taxes. You authorize eToro automatically to debit your account for any such commissions, charges, fees and taxes. eToro may modify the fee schedule at any time.
- 13.2. Without derogating from the generality of the above, in addition to any fees applicable to Transfer transactions as set forth in the Fees Page, you shall be charged with blockchain fees. Cryptocurrencies Transfer Fee and blockchain fees will be deducted from your net units of Cryptocurrencies Transferred to eToro X Wallet.
- 13.3. Additional charges may also be incurred by you in the case of delayed or failed settlement of a transaction. Any such amounts will be your responsibility and where appropriate will be deducted from your account.
- 13.4. We may charge you for the provision by us to you of Market Data or any other account feature or such other fees as we reasonably decide from time to time.

### 14. **SETTLEMNT OF YOUR TRADES**

- 14.1. To execute a purchase order for Cryptocurrencies, eToro requires that your account contains available funds equal to or greater than the purchase price of the Cryptocurrencies plus any associated fees, commissions and margins and that all payments for the purchase be made without set-off, counterclaim or deduction.
- 14.2. To execute sell orders for Cryptocurrencies, eToro requires that your account contains the Cryptocurrencies which are the subject of the sell order and that such Cryptocurrencies are free and clear of any liens, charges or encumbrances and are in good deliverable form or that it contains the required collateral for the short sale (if applicable). You agree that any purchase or sell order accepted (inadvertently or otherwise) by us without sufficient funds or Cryptocurrencies in your Account, will be subject to liquidation in the case of a purchase order, or buy-in in the case of a sell order, at your expense.
- 14.3. Settlement of purchases and sales will be at your risk. Accordingly, eToro will not be liable to you if any other counterparty to an order defaults. Applicable law may require eToro, the execution broker and any other counterparty to deduct tax from sale proceeds before they are credited to your account or remitted to you from your account.
- 14.4. eToro will effect any currency conversions necessary in order to settle a purchase or sale at such rates, and in such manner, as it may, in its discretion, determine.
- 14.5. We are not responsible for any delay in the settlement of a transaction resulting from circumstances beyond our control, or the failure of any other person or party (including you) to perform all necessary steps to enable completion on the settlement date.
- 14.6. We may refuse to allow a withdrawal on any account that you have with us if it would leave insufficient funds in the account to pay for any unsettled transactions. Where you make payment into your account and then make a withdrawal shortly afterwards, we reserve the right to delay settlement for up to eight business days to ensure your payment has cleared.
- 14.7. If you buy Cryptocurrencies, the consideration for the transaction and, in addition, commission payable and all applicable charges and taxes to that transaction will be your responsibility and will be deducted from your account and held by us pending settlement. Monies deducted will not be treated as client money on the day of expected settlement. If settlement does not occur on the day of expected settlement the monies will be treated as client money. It is your responsibility to ensure at all times that sufficient cleared funds are on your account to satisfy settlement of any transaction and all commission, charges and taxes associated with that transaction.

- 14.8. If you sell Cryptocurrencies, the consideration for the transaction less commission and all applicable charges and taxes to that transaction will be available on your account for reinvestment but will be unable to be withdrawn from your account until the transaction has settled. It is your responsibility to ensure at all times that sufficient cleared funds are on your account to satisfy settlement of any transaction and all commission, charges and taxes associated with that transaction.
- 14.9. Subject to the terms of this Addendum, we will use commercially reasonable efforts to settle trades within two (2) business days of the date upon which users have agreed to execute a trade via the Services.

**“Settlement Date”** – Date on which fiat money and Cryptocurrencies must exchange hands between a buyer and a seller; as opposed to the transaction date (trading date) on which an order is executed.

## 15. **MARKET ABUSE**

- 15.1. You represent and warrant to us that You will comply with all applicable laws and regulations in relation to this Addendum and any transaction with us; in particular, you covenant that you will not use the Trading Platform for the purposes of insider dealing, market manipulation, front-running or any other form of fraud or market abuse;
- 15.2. In the event that (a) you have placed an order in breach of the representations and warranties given above; or (b) we have reasonable grounds for suspecting that you have done so, we may, at our absolute discretion and without being under any obligation to inform you of our reason for doing so, treat any outstanding proposed transactions as having been cancelled and sell any Cryptocurrencies held by us on your behalf at the time.

## 16. **RISKS WARNINGS, DISCLAIMERS AND LIMITATIONS ON LIABILITY**

### 16.1. Risk Warnings and Disclaimers

#### 16.1.1. Trading risks

- 16.1.1.1. **Since Cryptocurrencies markets are decentralized and non-regulated our Cryptocurrencies Trading Services are unregulated services which are not governed by any specific European regulatory framework (including MIFID). This means that there is no central bank that can take corrective measure to protect the value of Cryptocurrencies in a crisis or issue more currency. Therefore, when using our Cryptocurrencies Trading Service you will not benefit from the protections available to clients receiving regulated investment services such as the access to the Investor Compensation Fund for Customers of Cypriot Investment Firms and the Financial Ombudsman Service for dispute resolution. You will continue to benefit from the rules relating to best execution and client money and safekeeping of client assets. As part of the Cryptocurrencies Trading Service, eToro may be relying on third party service providers (including affiliated companies) to buy or hold the Cryptocurrencies on your behalf and those third parties may be based outside of the EEA and/or may be unregulated. eToro will not be responsible in the event of losses caused by those third parties.**
- 16.1.1.2. **YOU HEREBY FURTHER ACKNOWLEDGE THAT THE CRYPTOCURRENCIES MARKETS ARE DETERMINED BY DEMAND AND SUPPLY ONLY.** The Cryptocurrencies market is a dynamic arena and their respective prices are often highly unpredictable and volatile. The prices of Cryptocurrency is usually not transparent and highly speculative and susceptible to market manipulation. In the worst case scenario the product could be rendered worthless.
- 16.1.1.3. It is important to make a distinction between indicative prices which are displayed on charts and dealable prices which are displayed on our Trading Platform. Indicative quotes only give an indication of where the market is. Because the Cryptocurrencies markets are decentralized, meaning it lacks a single central exchange where all transactions are conducted, each market maker may quote different prices. Therefore, any prices displayed on any chart made available by us or by a third party will only reflect "indicative" prices and not necessarily actual "dealing" prices where trades can be executed.

- 16.1.1.4. Cryptocurrency trading is prone to being misused for illegal activities due to the anonymity of transactions and investors would be adversely affected if law enforcement agencies investigate any alleged illicit activities.
- 16.1.1.5. **ACCORDINGLY, CRYPTOCURRENCIES SHOULD BE SEEN AS AN EXTREMELY HIGH RISK ASSET AND YOU SHOULD NEVER INVEST FUNDS THAT YOU CANNOT AFFORD TO LOSE. WE OFFER YOU MARGIN TRADING IN CRYPTOCURRENCIES WHICH AMPLIFY GAINS AS WELL AS LOSSES. IN MARGIN TRADING YOU CAN LOSE MORE FUNDS THAN YOU DEPOSIT IN SUCH TRANSACTION. IF THE CRYPTOCURRENCY YOU BOUGHT SUDDENLY HAS A SHARP DECLINE, YOU WILL FACE THE RISKS OF LARGER LOSSES.** Given the foregoing, Cryptocurrencies Trading and especially Margin Transactions are not appropriate for all investors. You should not deal in these products unless you have the necessary knowledge and expertise, you understand these products' characteristics and your exposure to risk. You should also be satisfied that the product is suitable for you in light of your circumstances and financial position. In addition, use of our Services can never be considered a safe investment rather only an investment with a high risk of loss inherently associated with it. Furthermore, our own spread is added to online quotes which makes a trade on our websites even more volatile.
- 16.1.1.6. The risk of loss in trading Cryptocurrencies (which is even greater in Margin Transactions) can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. You should be aware that You may sustain a total loss of the funds in your Account. If the market moves against your position, you may be called upon by us to provide a substantial amount of additional margin funds, on short notice, in order to maintain your position. If you do not provide the required funds within the time required by us, your position may be liquidated at a loss, and you will be liable for any resulting deficit in your account.
- 16.1.1.7. eToro currently allows trading in cryptocurrencies over the weekend and it reserves the right not to do so. Should eToro so elects, trading in cryptocurrencies shall be allowed only from Monday through Friday. Given that the cryptocurrencies exchanges may operate over weekends, there may be a significant difference between Friday's close and Sunday's open. All such factors may result in you either not completing an order on a specific trading day or completing an order on a substantially less favorable price.
- 16.1.1.8. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price fluctuation limit ("limit move"), if there is insufficient liquidity in the market.
- 16.1.2. Internet and computers transmission risks. There are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information and/or assets (including your Cryptocurrencies) stored on your behalf.
- 16.1.3. Blockchain Risks. Since blockchain is an independent public peer-to-peer network and is not controlled in any way or manner by the eToro, eToro shall not be responsible for any failure and/or mistake and/or error and/or breach which shall occur in blockchain or in any other networks in which the Cryptocurrencies are being issued and/or traded. You will be bound and subject to any change and/or amendments in the blockchain system and subject to any applicable law which may apply to the blockchain. We make no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the Blockchain functionality nor for any breach of security in the Blockchain.
- 16.1.4. Operation of Cryptocurrency Protocols. eToro does not own or control the underlying software protocols which govern the operation of Cryptocurrencies available for trading on our platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. eToro is not responsible for operation of the underlying protocols and eToro makes no guarantee of their functionality, security, or availability. The underlying protocols are subject to sudden changes in operating rules ("**Forks**"), and such Forks may materially affect the value, function, and/or even the name of the

Cryptocurrency eToro holds for your benefit. In the event of a Fork, eToro may temporarily suspend eToro operations (with or without advance notice to you) and that eToro may (a) configure or reconfigure its systems or (b) decide not to support (or cease supporting) the Forked protocol entirely. eToro may, but is not obligated to do so, adjust your account in respect of a Fork depending on the circumstances of each event attributable to any specific Cryptocurrency held by You.

- 16.1.5. Third Parties' Risks. We may elect to execute any order and/or hold any fiat money and Cryptocurrencies via Third Parties. Such Third Parties are not banks that hold their fiat money/virtual currency as a deposit. If any such Third Party loses any money, fails or goes out of business, there is no specific legal protection that covers you for losses arising from any funds you may have held with such Third Party, even when such party is registered with a national authority. Depending on the structure and security of the digital wallet, some may be vulnerable to hacks, resulting in the theft of virtual currency or loss of customer assets. eToro will not be responsible in the event of losses caused by those Third Parties.

## 16.2. Limitation on Liability

- 16.2.1. Without prejudice to any other terms of this Addendum and the Terms and Conditions, we will have no liability to you in relation to any loss, costs or expenses that you suffer as a result of any delay or change in market conditions before we execute an order or before a transaction settles;
- 16.2.2. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from eToro.
- 16.2.3. Cyber Attack. In no case shall eToro be liable for any damage caused by or contributed by or arising from the use or operation, as a mean for inflicting harm of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- It shall not be liable for any loss caused by theft, robbery, burglary, hold up or other criminal taking if a computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system is used in the omission of such act(s).
- 16.2.4. Internet and computers transmission risks. You acknowledge that eToro shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when trading via the Services, howsoever caused. It will also not be responsible for any damage caused to you (including failure in buying and/or holding for you the Cryptocurrencies) which was caused by a reason beyond eToro's control such as Internet or Computer failure, cyber-attack, the Cryptocurrency network failure (such as blockchain), computer Viruses, or any of the risks described herein in this clause 16.1.2.
- 16.2.5. We make no warranty that the Trading Platform and/or blockchain system or the server that makes it available, are free of viruses or errors, that its content is accurate, that it will be uninterrupted, or that defects will be corrected. We will not be responsible or liable to you for any loss of any kind, from action taken, or taken in reliance on material, or information, contained on eToro's Trading Platform and/or on Blockchain systems.
- 16.2.6. Any and all indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under the law.
- 16.2.7. We will not be liable, in contract, or tort (including, without limitation, negligence), other than where we have been fraudulent.
- 16.2.8. eToro makes no representations about the accuracy or completeness of historical Cryptocurrency price data available on the Trading Platform.

- 16.2.9. eToro shall not be liable for any and all losses resulting from a network failure of the Cryptocurrencies cryptographic protocol.
- 16.2.10. eToro shall not be liable for any and all losses caused by a custodian and/or by any Third Party.
- 16.2.11. WITHOUT DEROGATING FROM THE ABOVE IN NO EVENT SHALL ETORO, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED CRYPTOCURRENCY ON DEPOSIT IN YOUR ACCOUNT OR (B) FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE ETORO SITE OR THE ETORO SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF ETORO HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT ETORO FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE VALUE OF THE SUPPORTED CRYPTOCURRENCY AT ISSUE IN THE TRANSACTION, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITES, OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE VALUE OF THE SUPPORTED CRYPTOCURRENCY AT ISSUE IN THE TRANSACTION.SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- 16.2.12. THE ETORO SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ETORO SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. ETORO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE ETORO SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

## **17. SECURITY INTEREST, RIGHT OF SET OFF, LIEN AND POWER OF SALE**

- 17.1. Security interest: As a continuing security for the performance of all your obligations (whether actual or contingent, present or future) to us you grant to us, with full title guarantee, a first fixed security interest in all the funds in your accounts or any other assets held by us or our nominees on your behalf, including the Cryptocurrencies held for you by eToro.
- 17.2. Close-out: Failure to meet the margin requirement as determined by us at any time or failure to make any payment when due may result in closure of your open positions without further notice to you whether at a loss or a profit and liquidate your Account and this will not constitute an event of default. We are not obligated to give you notice before we close any of your transactions.
- 17.3. Right of set-off: All your money, securities, currencies, cryptocurrencies and other property which eToro may at any time be holding for you (either individually, jointly with others) are subject to right of set-off by eToro for your liabilities to eToro.
- 17.4. General lien: In addition and without prejudice to any rights to which we may be entitled under this Addendum or any applicable regulations, we shall have a general lien on all assets (including your Cryptocurrencies) held by us or our affiliates or our nominees on your behalf until the satisfaction of your obligations.
- 17.5. Power of sale: If an event of default occurs, we may exercise the power to sell all or any part of any assets held in your Account, including your Cryptocurrencies. We shall be entitled to apply the proceeds of sale or other disposal in paying the costs of such sale or other disposal and in or towards satisfaction of your obligations.



17.6. Substitution: You may not withdraw or substitute any property subject to our security interest without our consent.

## **18. SUSPENSION, TERMINATION AND CANCELLATION**

18.1. eToro may at any time according to its sole discretion and without being obligated to provide you with any notice: (a) suspend, restrict, or terminate your access to any or all of the Services, and/or (b) immediately terminate any of your transaction without any notice (c) deactivate or cancel your Account, including (but not limited) in the following cases:

- 18.1.1. it is required under any applicable law (including any change or update) or according to any regulatory demand (such as a valid subpoena, court order, or binding order of a government authority);
- 18.1.2. We reasonably suspect you of using your trading account in connection with a prohibited use or business;
- 18.1.3. Use of your Trading Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity;
- 18.1.4. Our service partners are unable to support your use;
- 18.1.5. In the event that We become suspicious that You may be engaging in or have engaged in fraudulent, unlawful or improper activity, including, without limitation, money laundering activities. If your account is terminated or blocked in such circumstances, eToro is under no obligation to refund any funds that may be in your account, unless otherwise instructed by a relevant regulatory authority.
- 18.1.6. You take any action that eToro deems as circumventing eToro's controls, including, but not limited to abusing promotions which eToro may offer from time to time.
- 18.1.7. Orders or trades which, in our sole discretion, constitute an abusive use of the platform, for example, market manipulation.
- 18.1.8. In case of the Margin Requirements are not met. In such case we are not obligated to give you any notification.
- 18.1.9. If for any reason We decide to discontinue to provide the Service;
  - 18.1.10. In case of any Material Adverse Change effecting your financial condition.
- 18.1.11. If We reasonably believe that any representation or warranty made by you proves to have been materially incorrect or inaccurate when made.
- 18.1.12. If We believe that You have breached any of this Addendum or the General Terms and Conditions or any other agreement or document made between us;
- 18.1.13. an issuance of an application, order, resolution or other announcement in relation to the bankruptcy or winding-up proceedings in which You are involved;
- 18.1.14. Orders or Trades which under the circumstances involve an obvious error with respect to price, quantity, or other parameters ("Clearly Erroneous Transaction").
- 18.1.15. If required by any applicable law or regulation, including specifically where we are required to suspend or terminate your Trading Account with eToro because you have not complied with our verification procedures;
- 18.1.16. To restrict trade size or frequency or limit your use which, in our sole discretion, unreasonably burdens the platform;
- 18.1.17. The death or dissolution of the user; and

18.1.18. A Force Majeure event occurs.

## 18.2. Effect of Termination

- 18.2.1. On termination of this Addendum and the Terms and Conditions and your account and registration with us, subject to the Terms and Conditions and this Addendum, following receipt of your instructions, we will as soon as reasonably practicable arrange for the assets in your account, including your Cryptocurrencies to be sold. All proceeds of sale will be paid into an account in your name.
- 18.2.2. We will charge fee and any other applicable charges and taxes on the sale of your assets including Cryptocurrencies and the remaining balance of the sale proceeds will be held by us for you as client money in accordance with the Terms and Conditions and this Addendum.
- 18.2.3. Where Cryptocurrencies are sold, you may suffer a shortfall between the amount you invested and the amount you get back after sale. We are not responsible for any shortfall that arises. Any shortfall will be borne by you.

## 19. SITUATION NOT COVERED BY THIS AGREEMENT

In the event that a situation arises that is not covered under this Addendum and/or the Terms and Conditions, we will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.

## 20. AMENDMENTS

We reserve the right to amend, revise, modify, and/or change this Addendum at any time. All changes shall take effect immediately and such updated version of the Addendum shall be published in our website. You are responsible for checking this page on our website/applications periodically in order to review the current version of the Addendum. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the Services, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein.

## 21. DISCONTINUANCE OF CRYPTOCURRENCIES TRADING SERVICES

We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

## 22. APPLICABLE LAWS AND REGULATIONS

- 22.1. This Addendum shall be governed by and construed in accordance with the laws of Cyprus notwithstanding any principles of conflicts of law. The competent courts in Limassol, Cyprus shall have sole and exclusive jurisdiction regarding any dispute or claim arising hereunder.
- 22.2. Without derogating from section 1.19 of the Terms and Conditions You acknowledge that this Addendum and all orders and transactions executed in your account with regards to the Services provided will be subject to all laws and regulations to the extent applicable, and the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market where such orders and transactions are executed.
- 22.3. By using our Cryptocurrencies Trading Services You agree to recognize all electronic and magnetic data and documentation as admissible evidence when settling a dispute regarding any trades and investments.

**23. ASSIGNMENT**

Subject to applicable regulations, upon notice to You, eToro may assign these Addendum and/or any of our rights and/or obligation hereunder to another registered or authorized or unauthorized investment firm.

**24. CONTACT DETAILS AND CUSTOMER SUPPORT SERVICES**

eToro is committed to provide the most professional customer support services: You are welcome to contact Us in any question and/or concern You may have in the following contact methods:

**Our Address:**

eToro (Europe) Limited

KIBC (Kanika International Business Center) 7th floor, 4 Profiti Ilias Street, Germasogia Limassol Cyprus, 4046

**Contact Us:**

<https://www.eto.com/customer-service/> - Technical questions, troubleshooting

For more information on how to file a complaint with us or about our complaint handling procedures, please visit here

<https://www.eto.com/customer-service/help>.