

## **eToro Money Account & Card Acceptable Use Policy**

June 2022

Thank you for opening an eToro Money Account.

This Acceptable Use Policy ("**Policy**") sets out usages that we do not support, and/or are contrary to the purposes of the eToro Money Account & and/or Card or the aims of the eToro Group. This Policy forms part of our Agreement with you (as defined in the eToro Money Account & and/or Card Terms and Conditions ("**Terms and Conditions**").

By using eToro Money Account and/or the eToro Money Card, you are agreeing to follow this Policy, so please read it carefully. Capitalised words in this Policy which are not defined will have the same meaning which are given to those words in the Terms and Conditions. If a term of this Policy conflicts with or differs from a term in the Terms and Conditions, this Policy will apply.

1. We may close your eToro Money Account if you engage in any of the prohibited usages or activities as set out in this Policy, and which may be altered or amended from time to time at our discretion.
2. You may not use your eToro Money Account or Visa debit card to engage in the following categories of activities (Prohibited Usages). The specific types of use listed below are representative and are not exhaustive. If you are uncertain as to what would constitute unacceptable usage, please contact eToro Customer Services.

By opening an eToro Money Account & and/or Card you represent and warrant that you will not:

- (a) use or attempt to use your eToro Money Account, Card and/or App, in a grossly negligent manner; in a fraudulent manner; or for any unlawful purpose, including the purchase of goods or services prohibited by applicable laws or regulations;
- (b) reverse engineer, or attempt to avoid security measures on, the eToro Money Account, Card and/or App;
- (c) use your eToro Money Account and/or Card and/or App for business purposes;
- (d) provide us with inaccurate, misleading or false information at any time (this includes failing to provide us with information, which we consider material, relating to your eToro Money Account & and/or Card);
- (e) control or use an eToro Money Account, Card and/or App that is not yours;
- (f) attempt to intentionally or knowingly receive or attempt to receive funds from both us and a merchant for the same transaction;
- (g) use the eToro Money Account, Card and/or App in a manner that is likely to result in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties or other liability to us, other users of our services, third parties or you;
- (h) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our Website without our prior written permission; or interfere or attempt to interfere with the services offered by us;
- (i) circumvent any of our policies or determinations about your eToro Money Account including, but not limited to, attempting to create a new or additional account when

an eToro Money Account has a negative balance or has been restricted, suspended or otherwise limited; creating new or additional eToro Money Accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's eToro Money Account;

- (j) allow someone else to have access to or use your eToro Money Account/ Card and/or App; and/or
- (k) use your eToro Money Account and/or, Card and/or App in relation to transactions involving:
  - (i) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, including substances designed to mimic illegal drugs;
  - (ii) drug paraphernalia;
  - (iii) intellectual property infringement, including sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorisation from the rights holder;
  - (iv) counterfeit or unauthorised goods and services, including the sale or purchase of goods that are illegally imported;
  - (v) any gambling, including lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance which are not allowed in your country.
  - (vi) items that encourage, promote, facilitate or instruct others to engage in illegal activity;
  - (vii) stolen goods including digital and virtual goods;
  - (viii) the promotion of anything which is abusive, inciteful, defamatory, harassing, insulting, sexually explicit, offensive, racist, discriminatory, hateful, threatening, violent, or illegal;
  - (ix) items that are considered obscene;
  - (x) items that infringe or violate any privacy rights, publicity rights, copyright, trademark, contract rights, or any other proprietary right under the laws of any jurisdiction;
  - (xi) weapons, ammunition, firearms, or certain firearm parts or accessories;
  - (xii) the sale of products or services identified by government agencies to have a high likelihood of being fraudulent;
  - (xiii) the offering or receiving payments for the purpose of bribery or corruption;
  - (xiv) any activity that we consider poses increased financial risk, legal liability, or violates Visa scheme or eToro Group policies;
  - (xv) cash recycling; and/or
  - (xvi) for any purpose which eToro Money Malta has, at its discretion, deemed to be prohibited from time to time.

Your eToro Money Account & Card are provided by eToro Money Malta Ltd., an eToro Group company. eToro Money Malta Ltd. is authorised by the Malta Financial Services Authority ("**MFSA**") as a financial institution, licensed to provide payment services and issue e-money in terms of the Financial Institutions Act (chapter 376 of the laws of Malta) ("**Act**"). Particulars of the licence issued to eToro Money Malta Ltd. (the "**Licence**") and the specific services covered by that Licence may be obtained from the Financial Services Register available on the website of the MFSA which may be accessed at the following link: <https://www.mfsa.mt/financial-services-register/>. eToro Money Malta Ltd.'s registration number is C 97952. The registered address is 52, St. Christopher Street, Valletta, VLT 1462, Malta. The business address of the company is: Northfields, Penthouse 9 63, Independence Avenue MST 9024 Mosta, Malta.