

## APIs + APP STORE TERMS OF USE

These API Terms of Use (the "**API Terms**" or "**Agreement**") are made and entered into by and between **eToro Ltd.**, acting on behalf of itself and its affiliates, other eToro Group entities ("**eToro**" or "**we**" or "**us**") and any entity accessing and/or using eToro's Application Programming Interface (the "**API**") and/or the data transmitted through the API (the "**Licensed Content**"). Any entity accessing and/or using and/or connecting to the API and/or the Licensed Content shall be referred to herein as "**you**".

These API Terms set out the terms and conditions under which we may grant you the right to connect to the API, in conjunction with the Approved AI Tool, to receive the Licensed Content and to use and/or display such content, in each case strictly for the Permitted Use

YOU MUST ACCEPT THIS AGREEMENT IN ORDER TO USE THE API IN CONNECTION WITH THE PERMITTED USE. THESE API TERMS DESCRIBE BOTH YOUR RIGHTS AND OBLIGATIONS WHILE CONNECTING TO AND/OR USING THE API IN CONNECTION WITH THE PERMITTED USE. IT IS IMPORTANT THAT YOU READ THESE API TERMS CAREFULLY SINCE YOU WILL BE LEGALLY BOUND TO THEM. BY ACCESSING AND/OR CONNECTING TO AND/OR USING THE API AND/OR ANY FUTURE UPDATED VERSION THEREOF AND/OR THE LICENSED CONTENT, YOU AGREE TO BE BOUND BY THIS AGREEMENT. WE WILL TREAT YOUR ACCESS TO AND USE OF THE API OR THE LICENSED CONTENT AS ACCEPTANCE OF THIS AGREEMENT.

Your use of the API and the Licensed Content is also subject to the terms and conditions of the customer documentation of the applicable eToro entity you have onboarded with and which are available on our website ("**General Terms and Conditions**"), as well as any other agreement, including the Popular Investor Program Terms & Conditions, if applicable ("**PI T&C**"). Capitalized terms not defined herein have the meanings given to them in the General Terms and Conditions. In the event of discrepancy and/or inconsistency between the terms of these API Terms and the other contractual documents between you and eToro or any of our affiliates, the terms of this Agreement shall prevail in respect of the use of the API and the Licensed Content as set forth herein.

eToro reserves the right to limit the availability of the API, or any portion thereof, to any user, geographical area or jurisdiction, at any time in its sole discretion.

### **1. Definitions**

- 1.1. "**AI Inputs**" means any data, prompts, instructions, code, models, or other materials (of any form or medium) that you provide to, use with, or access for use with any AI Technology, including third-party materials you license or access.
- 1.2. "**AI Outputs**" means any content, data, code, results, recommendations, or other materials (of any form or medium) generated by or derived from any AI Technology, whether in whole or in part from the AI Inputs.
- 1.3. "**Approved AI Provider**" means a third party that operates and makes available an Approved AI Tool for use with the API, as identified in your API registration or an eToro-approved provider list, solely in connection with the Permitted Use (including any successor, update, or replacement thereof).
- 1.4. "**AI Technology**" means any and all training, self-improving, or machine learning software, algorithms, models, tools, hardware or other artificial intelligence tools or aids of any kind.

- 1.5. “**Approved AI Tool**” means An AI tool expressly authorized or made available to you, by eToro provided by Approved AI provider.
- 1.6. “**Approved AI Tool Terms**” means, collectively, the applicable provider’s terms of service, end-user license agreement, acceptable-use policy, privacy policy, security/safety policies, data processing terms (if any), and any other written policies or guidelines governing the Approved AI Tool, in each case as updated by the provider from time to time.
- 1.7. "**API**" means a set of web-based subroutine definitions, protocols and tools providing programmatic access to the systems and data of eToro, together with any and all updates, revisions, new versions or releases thereof, and any related documentation. This also includes any associated tools and documentation that eToro makes available under these API Terms.
- 1.8. “**Permitted Use**” “means your use of the API (including any Approved AI Tool) to develop, operate, and test Your App solely for your internal use with your own Platform Account(s) subject to the terms set forth herein.
- 1.9. "**Trading Platform**" or "**Platform**" means the online trading platform owned and/or operated by eToro, including any updates and/or upgrades hereof.
- 1.10. "**eToro Content**" means any data, content or executables of and/or associated with the API and/or the Trading Platform and/or eToro's products and/or services.
- 1.11. "**Licensed Content**" means any eToro Content available via the API which may include data of trading information made available by eToro through the API including, without limitation, market and exchange data, charts, quotations, indices, prices, volumes, past and current sentiments, news and other information, whether developed by eToro or provided by a third-party provider ("**Market Data**"). Any information resulting from the processing of Market Data shall remain and be deemed to be part of the Market Data and shall be subject to this Agreement if eToro determines, in its sole discretion, that: (a) the Market Data as transmitted by eToro can be readily identified, recalculated or re-engineered from the information resulting from the processing of the Market Data; and/or (b) the information resulting from the processing of Market Data may be used as a substitute for Market Data.
- 1.12. "**Your App**" means the software application, tool, or integration developed by you that connects to and interacts with the Platform through the API, as identified in your API registration, including any updates, configurations, and related documentation.
- 1.13. "**End Users**" means end users of the Platform.
- 1.14. “**External Use**” means any use of the API, any Approved AI Tool, Licensed Content, or Your App outside the scope of Permitted Use, including: (a) access by or for any third party (e.g., customers, end users, other eToro account holders); (b) providing services to, or for the benefit of, any third party; (c) distributing, sublicensing, selling, renting, leasing, or otherwise making available Your App, the API, the Licensed Content, or any outputs or derivatives thereof; (d) publishing or embedding in any marketplace, app store, public website, code repository, or widget library; (e) multi-tenant, shared, hosted, or client-facing deployments; or (f) use with Platform accounts not owned or controlled by you.
- 1.15. “**Intellectual Property Rights**” means all worldwide proprietary rights, whether registered or unregistered, now existing or hereafter arising, including: (a) patents

and patent rights (and all applications, divisionals, continuations, reissues, extensions, and foreign equivalents); (b) copyrights (including software), database/sui generis rights, and moral rights (to the extent waivable/assignable); (c) trade secrets, know-how, and confidential information; (d) trademarks, service marks, trade dress, trade names, logos, domain names, social-media handles, and associated goodwill (and all applications/registrations/renewals); (e) design and industrial design rights; (f) mask works and semiconductor topography rights; and (g) all similar rights and all claims and remedies for past, present, and future infringement, misappropriation, or violation..

## **2. Use of Approved AI Tools**

- 2.1. By accessing, invoking, using, or otherwise enabling any Approved AI Tool via the API, you represent and warrant that you have read, understand, accept, and agree to be bound by the Approved AI Tool Terms. You must not access or invoke any Approved AI Tool unless and until you have agreed to the Approved AI Tool Terms. You are solely responsible for compliance with the Approved AI Tool Terms, including any required accounts, consents, fees, and obligations related to data you submit or generate.
- 2.2. As between you and eToro, eToro is not a party to, and has no responsibility or liability under the Approved AI Tool Terms. In the event of a conflict between the Approved AI Tool Terms and these API Terms, these API Terms govern as between you and eToro.
- 2.3. You represent and warrant that: (i) you are not, and will not be, bound by any obligation that conflicts with these API Terms or your use/ownership of AI Inputs or AI Outputs; (ii) you have, and will maintain, all rights and licenses needed to use the Approved AI Tool, use AI Inputs, and generate AI Outputs; (iii) your use of the Approved AI Tool and the AI Outputs do not and will not infringe or violate any Intellectual Property, privacy/publicity, or other third-party rights; (iv) your use, including design, development, implementation, operation, and, if applicable - making available or offering the Approved AI Tool, the AI Outputs, and Your App complies with all applicable laws and regulations (including data protection, financial-services/trading, market-abuse, consumer, cybersecurity, export/sanctions, healthcare, and AI requirements), conforms to applicable industry standards and any policies and practices that will be made available to you by eToro from time to time; and (v) you are solely responsible for identifying and meeting all such obligations (including any licenses/registrations, disclosures, controls, and records). eToro has no obligation review, validate or monitor Your App and does not provide legal/regulatory advice; you should obtain independent legal advice as needed.
- 2.4. **You hereby undertake to use any Approved AI Tool solely for the Permitted Use. External Use is prohibited unless expressly authorized in a written External Use Addendum or Marketplace/Store Agreement executed with eToro. No rights to External Use are granted by estoppel, implication, or otherwise.**
- 2.5. Model-specific performance, data residency/processing, usage limits, evaluation constraints, and support routes are governed by the applicable Approved AI Tool Terms. You must follow such documentation for all use, testing, and evaluation.
- 2.6. If an Approved AI Tool or model is provided under open-source, public, or similar licenses, you shall comply with all applicable license conditions and restrictions

(including any use-based restrictions) and shall preserve any required attributions, notices, and license texts.

- 2.7. eToro may restrict or revoke access to specific AI Technology and enforce policy-based controls (including allow-lists). You shall not circumvent or attempt to circumvent any such controls.
- 2.8. **ASSUMPTION OF RISK; AI TOOLING; NO ADVICE.** YOUR DESIGNS, BUILDS, TESTS, AND USES ANY OF YOUR APP, INCLUDING ANY FUNCTIONALITY THAT INTEGRATES OR INVOKES AN APPROVED AI TOOL, IS AT YOUR SOLE DISCRETION AND RISK AND SOLELY FOR THE PERMITTED USE. ALL USE OF YOUR APP (AND ANY PROMPTS, OUTPUTS, OR AUTOMATIONS IT GENERATES) WITH YOUR ETORO ACCOUNT(S) IS AT YOUR OWN RISK, INCLUDING ANY ORDERS PLACED, MODIFIED, OR CANCELLED BY OR THROUGH YOUR APP. YOU ARE SOLELY RESPONSIBLE FOR ALL TRADING DECISIONS IN YOUR PLATFORM ACCOUNT INITIATED OR ACTIONED VIA YOUR APP. THE API, ETORO MATERIALS, LICENSED CONTENT, AND ANY OUTPUTS FROM AN APPROVED AI TOOL ARE PROVIDED FOR INFORMATION ONLY AND DO NOT CONSTITUTE INVESTMENT, LEGAL, TAX, ACCOUNTING, OR OTHER PROFESSIONAL ADVICE. ETORO DOES NOT REVIEW, APPROVE, MONITOR, OR ENDORSE YOUR APP OR ANY CONTENT OR OUTPUTS THEY GENERATE. YOU ACKNOWLEDGE THAT AI MODEL BEHAVIOR MAY BE NON-DETERMINISTIC, INACCURATE, OR INCOMPLETE AND MAY CONTAIN ERRORS OR "HALLUCINATIONS," AND THAT LATENCY, OUTAGES, OR PROVIDER CHANGES MAY OCCUR. YOU ARE RESPONSIBLE FOR VALIDATING OUTPUTS BEFORE USE AND FOR COMPLYING WITH ALL APPLICABLE LAWS REGULATIONS THIS AGREEMENT AND THIRD-PARTY TERMS (INCLUDING THE APPROVED AI TOOL TERMS AND ACCEPTABLE-USE POLICIES). ETORO HAS NO OBLIGATION TO MONITOR YOUR APP OR TO WARN YOU OF ERRORS, MODEL BEHAVIOR, OR MARKET CONDITIONS. ANY SUPPORT IS PROVIDED AT ETORO'S DISCRETION.

### **3.Licensed Content**

- 3.1. License to Use the Licensed Content. Subject to the terms and conditions of this Agreement, eToro hereby grants you with a nonexclusive, revocable, non-sub-licensable, non-transferable, limited and royalty-free right and license to use the Licensed Content solely for the Permitted Use. Any display of eToro's trade names, trademarks, service marks, logos or other similar indicia of identity or source (collectively, "Marks") that eToro furnishes you for use under this Agreement must accompany any and all uses, copies, performance displays and/or placement on or through the Licensed Content on Your App.
- 3.2. You agree that eToro may monitor Your App in order to confirm compliance with this Agreement. You agree that you will remove from Your App and destroy any specific Licensed Content immediately and no later than twenty-four (24) hours upon request from eToro. Subject to the terms herein, you will ensure that your App is and remain in compliance with the API Terms.

- 3.3. **Limited License.** Except for the license granted hereunder, eToro retains any right, title and interest in and to the Licensed Content and/or the API. Nothing herein shall constitute as granting you with any interest and/or right in and/or to any Intellectual Property Rights of eToro, other than the license granted hereunder. No right, license, or interest to the trademarks and/or trade names of eToro and/or other third party is granted hereunder, and you agree that no such right, license or interest may be asserted by you with respect thereto and therefore you will avoid using any of the Marks, except as permitted herein.

#### **4. Delivery and Format of Licensed Content**

- 4.1. **Delivery; Access.** eToro will make the Licensed Content available to you in an electronic format through the API. In order to access or use the API, you must first apply and obtain written approval from eToro. eToro reserves the right, in its sole discretion, to approve, deny approval or revoke approval at any time and from any reason (including without reason). eToro may also request further information from you to assess your application. Once approved, you will receive access credentials in the form of a necessary security keys, secrets, tokens and other credentials to access the API (the "Access Credentials"). You are only allowed to register for and use one set of Access Credentials, unless otherwise permitted by eToro in writing, including via email. All queries sent to the API requesting data must reference your valid Access Credentials. Access Credentials are specific to you and are confidential information. You must not sell, transfer, allow others to use or sublicense the Access Credentials. Do not try to circumvent the Access Credentials and do not require your users, employees, contractors or agents to obtain their own Access Credentials to build, maintain, or use Your App. It is your sole responsibility to safeguard your Access Credentials.
- 4.2. **Updates; Refreshes.** From time to time during the term hereof, at eToro's discretion, eToro may update and refresh the Licensed Content, and make such updated Licensed Content available to you.
- 4.3. If you become aware of any actual or suspected loss, theft, or unauthorized disclosure of any Access Credentials, API keys, or tokens, you must immediately (and in any event within twenty-four (24) hours) notify eToro, revoke or rotate such credentials, and implement reasonable mitigation steps. eToro may revoke or reissue credentials at its discretion.

#### **5. Permitted Use of Market Data.**

- 5.1. You may only use the Market Data for the Permitted Use and the purposes set forth herein. You may not use and/or display the Market Data in any other manner and/or for any other purpose.
- 5.2. eToro reserves the right in its absolute discretion to take any or all of the following actions: (a) introduce, in addition to the existing Market Data, any new data including instruments and their prices, (b) withdraw from the Market Data any data including any of the traded instrument, and/or (c) add or remove any other data from the Market Data made available to you.
- 5.3. You will keep complete, accurate and up-to-date records relating to your use of the Market Data, sufficient to demonstrate compliance with this Agreement. eToro may

periodically audit your records to ensure compliance with all applicable laws, regulations and the terms of this Agreement, and you agree to promptly fulfill all requests from eToro regarding such matters.

## **6. Permitted Uses of the API.**

- 6.1. You will use the API solely for the Permitted Use and not for any other purpose.
- 6.2. Any application or software that you use in conjunction with the API will be a software or application that is developed by you or the Approve AI Tool.
- 6.3. External Use is prohibited unless expressly authorized in a written External Use Addendum or Marketplace/Store Agreement executed with eToro. No rights to External Use are granted by estoppel, implication, or otherwise.
- 6.4. While connecting to and/or using the API, you will be responsible for the costs, installation and/or proper and regular use of a state-of-the-art virus detection and/or scanning programs. In the event that you become aware of a material defect, malfunction or virus affecting the API, you will immediately notify eToro of such defect, malfunction or virus and cease to connect to the API until you have received permission from eToro to re-connect to the API.
- 6.5. To be able to access and/or use the API, you must legally obtain all the applicable or required facilities, utilities, software and equipment at your sole risk and expense. You are responsible for all maintenance and support services required by you in order for you to use the API.
- 6.6. You will be responsible for the accuracy and completeness of all information, data, instructions, orders, trades or communications that you make via the API. You acknowledge that you will be both responsible and liable for any errors in your communications to eToro via the API or failure to communicate with eToro via the API. You acknowledge that the API availability and functionality depend on various factors, such as software, hardware and the services' providers and contractors of eToro. We do not warrant or guarantee that the API will operate at all times without disruption or interruption, or that the API will be immune from unauthorized access or error-free.
- 6.7. You warrant and represent that you will not request material amounts of information from eToro, or send material amounts of information to eToro, via the API, that is likely to result in straining or overloading of eToro's systems. Accordingly, you will abide by any "throttles" or restrictions and limitations that eToro may reasonably notify you of from time to time in relation to your ability to obtain from eToro, or send to eToro, information or instructions via the API.
- 6.8. We reserve the right to revise, modify, correct, amend, enhance, improve, update, make any other changes to, or discontinue, temporarily or permanently, the API (or any part thereof) without notice, at any time. In addition, you hereby acknowledge that the Licensed Content provided through the API may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that we shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the API and/or the Licensed Content. You hereby agree that we are not responsible for any errors or malfunctions that may occur in connection with the performing of such changes, revisions or updates. If eToro provides you with any updates, upgrades and any new versions of the API according

to its then current policies, it may include automatic updating or upgrading of the API with or without any additional notice to you, and these API Terms will govern any such updates unless these are accompanied by a separate license agreement which will prevail, and all references herein to the API shall include such updates. For clarity, we have no obligation to provide updates.

- 6.9. You shall use the API and/or the Licensed Content solely for the Permitted Purpose and in accordance with all applicable laws, regulations rules and Approved AI Tool Terms. You agree that you will not use the API and/or the Licensed Content for any purpose for which it is not designed or intended pursuant to these API Terms. You agree to fully comply with all applicable export laws and regulations to ensure that neither the API and/or the Licensed Content nor any data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations..
- 6.10. Caching. You must update eToro content daily. eToro recommends that You cache the content from API responses for 24 hours. Caching also reduces the load on eToro's content servers. Do not use the API to pre-fetch content for Your entire inventory, request only the content you need.
- 6.11. You must subscribe to and monitor the communication channels designated by eToro for API updates, notices, and technical changes. You will implement required modifications, version migrations, or deprecations within the timeframes specified by eToro to maintain compatibility and platform integrity. Failure to implement such updates may result in suspension or termination of API access.

## **7.Restrictions**

You agree that you will not, and will not assist or enable others to: (i) use the API, the Approved AI Tool, or Your App to reverse engineer, bypass, or avoid any security measures or integrity controls on the eToro platform or Services; (ii) use any software, artificial intelligence, algorithmic process, ultra-high-speed system, or mass data-entry mechanism through the API, the Approved AI Tool, or Your App that manipulates, games, abuses, or provides any unfair advantage when interacting with the eToro systems or Services; (iii) use the API, the Approved AI Tool, or Your App to create, execute, or assist in any automated strategy, workflow, or model that manipulates or attempts to manipulate eToro's trading systems or market data, including: (a) entering both buy and sell orders for the same or similar instruments at the same or similar time; (b) holding long and short positions in the same or similar instruments at similar times (whether by you alone or in concert with others, including between connected accounts or accounts held with other eToro Group entities); or (c) entering combinations of transactions that have the purpose or effect of manipulating eToro's platform, market data, or pricing for gain;(iv) use the API, the Approved AI Tool, or Your App in a manner that is unfair, abusive, manipulative, or otherwise illegal, including scalping, gaming latency, or exploiting timing differentials; (v) use the API, the Approved AI Tool, or Your App to generate, facilitate, or execute trades or instructions aimed at exploiting errors in prices or off-market rates, or to conclude transactions in violation of exchange rules, securities or commodities laws, or that are intended to defraud or manipulate the market; (vi) otherwise use the API, the Approved AI Tool, or Your App to manipulate the eToro Services, markets, or systems, or to

engage in conduct that eToro reasonably considers abusive or inconsistent with fair use of the services; (vii) use the API, the Approved AI Tool, the AI Outputs, or the Licensed Content in any website, application, or workflow that includes adult content, promotes gambling, involves the sale of alcohol or tobacco to minors, distributes malicious code, or otherwise violates applicable law (including financial regulations and export control and sanctions); (viii) use the API for or on behalf of any third party or Affiliate, or make it available to customers, end users, or the public—your use is limited to your internal Permitted Use; (ix) reverse engineer, decompile, disassemble, translate, or otherwise attempt to derive source code, models, model weights, algorithms, or underlying ideas from the API, the Approved AI Tool, or any AI Outputs, or probe, scan, or test vulnerabilities, or bypass/disable any security, authentication, rate-limit, or usage controls; (x) publish, disclose, or create benchmarks, availability/latency/accuracy figures, or other performance or competitive analyses regarding the API, the Approved AI Tool, the Licensed Content, or the AI Outputs; (xi) use the Licensed Content or AI Outputs (alone or with other data) to train, retrain, fine-tune, or ground any model, system, or algorithm, except as expressly permitted in this Agreement; (xii) use the API, Licensed Content, or AI Outputs to design, develop, implement, build, operate, or improve any product or service that competes with the eToro Services, or to replicate, infer, or derive features or performance for competitive purposes; (xiii) remove, obscure, or alter proprietary notices, attributions, usage-control information, or other markings, or create or maintain a separate database from the Licensed Content or AI Outputs, except as expressly permitted; (xiv) scrape, harvest, index, bulk-download, or cache/store Licensed Content or AI Outputs beyond what is necessary for the Permitted Use or beyond any limits in the Documentation;(xv) use the Licensed Content or AI Outputs for targeted advertising, user profiling, or marketing segmentation, except as expressly permitted by this Agreement and applicable law; (xvi) use the API, Licensed Content, or AI Outputs in a manner that facilitates unlawful bias, discrimination, or data “redlining,” or process Sensitive Data (including government IDs, precise geolocation, biometric identifiers, health information, or data about minors) unless expressly permitted in writing by eToro and with all required notices and consents;(xvii) display AI Outputs, Licensed Content, or eToro Marks in a manner that could reasonably imply eToro’s endorsement, affiliation, or sponsorship, or on any site/service that disparages eToro or infringes eToro’s rights; (xviii) use the API in a way that degrades, interferes with, or harms the stability or performance of the API, the Approved AI Tool, the eToro Services, or other developers’ integrations; (xix) sell, lease, sublicense, assign, or otherwise transfer the Licensed Content or AI Outputs to any third party, except as expressly permitted; or (xx) use jailbreak prompts, prompt-injection, or other inputs intended to bypass safety features or content controls.

- 7.1. Your App must not contain any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, “backdoors”) that could damage, destroy, or adversely affect other software, firmware, hardware, data, systems, services, or networks.

## **8.Data Safeguards**

- 8.1. You will protect the Licensed Content and the API in accordance with all applicable laws. Your network, operating system, and software of your web servers, databases, and computer systems (collectively "Systems") must be properly configured to securely operate Your App and the Licensed Content. Your App must use reasonable security measures to protect any Licensed Content and any elements or components of the API. You shall not architect, design or select Systems in a manner to avoid these obligations. You must promptly report to eToro any security deficiencies in, or intrusions into, your Systems. You will work with eToro to correct any security deficiency and disconnect any intrusions or intruders as soon as practicable upon discovery of any such deficiency or intrusion. In the event of any security deficiency or intrusion involving Your App or the Licensed Content, you will make no public statements without prior written and express permission from eToro in each instance, unless otherwise required by law.
- 8.2. You must maintain complete and accurate technical and operational logs of all API activity for a minimum of twelve (12) months, including timestamps, request types, response codes, prompts, and outputs. Such records must be sufficient to demonstrate compliance with this Agreement and applicable laws. Upon reasonable notice, eToro (or its designated auditor, subject to confidentiality) may review your records, systems, or controls relating to the API, the Approved AI Tool, or Your App to verify compliance with this Agreement. You will provide prompt cooperation and access as reasonably required. If any audit identifies a material or recurring non-compliance, you will, at your expense, promptly implement corrective actions and provide written confirmation of remediation. eToro may suspend or limit access pending such remediation.

## **9. Intellectual Property Rights**

- 9.1. eToro Materials. eToro and/or its licensors own all right, title, and interest (including all Intellectual Property Rights) in and to the API, the Licensed Content, the eToro Marks, and all elements, components, and executables thereof (collectively, "eToro Materials"). Except for the express licenses granted in these API Terms, no rights are granted to you by implication, estoppel, or otherwise. At eToro's reasonable request, you will execute documents and take actions necessary to confirm eToro's rights in and to the eToro Materials.
- 9.2. Your Property. As between the parties, and except for any eToro Materials incorporated therein, you own Your App and your pre-existing materials ("Your Property"). If and when External Use is expressly permitted in a separate written addendum or marketplace agreement ("External Use Addendum"), then, solely for the term of such External Use and subject to that addendum, you grant eToro and its designees a non-exclusive, worldwide, royalty-free, fully paid, sublicensable (to eToro affiliates and distribution partners), irrevocable, perpetual, license to: (a) host, use, perform, display, and reproduce Your App and its content to market, demonstrate, distribute, and make Your App available to eToro users; and (b) link to and direct users to Your App. Nothing in these API Terms assigns ownership of Your Property to eToro.
- 9.3. Feedback. You may provide comments, ideas, suggestions, or other feedback regarding eToro's products, services, technology, the API, or the Licensed Content ("Feedback"). Feedback is voluntary and non-confidential. You grant eToro a

perpetual, irrevocable, worldwide, fully paid-up, royalty-free, non-exclusive license (with the right to sublicense) to use, reproduce, modify, create derivative works of, and otherwise exploit the Feedback for any purpose without attribution or compensation. You represent that you have all rights necessary to grant the foregoing license and that the Feedback does not include third-party confidential information or personal data. To the extent permitted by law, you waive (and will procure the waiver of) any moral rights in the Feedback.

9.4. Independent Development. You acknowledge that eToro may independently develop or acquire applications, content, products, or services that are identical or similar to Your App. Nothing in these API Terms restricts eToro from developing, acquiring, marketing, or exploiting any such offerings or activities. No rights are created hereunder by virtue of any similarity.

## 10. **Indemnification**

10.1. You will defend, indemnify, and hold harmless eToro, its affiliates, and their respective officers, directors, shareholders, employees, and agents (collectively, the “eToro Indemnitees”) from and against any and all claims, demands, actions, proceedings, losses, liabilities, damages, obligations, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to:

(a) your access to or use of the API, the Approved AI Tool, the Licensed Content (including Market Data), the eToro Marks, or any AI Outputs in a manner inconsistent with this Agreement, any applicable law or outside the Permitted Use;

(b) Your App, including its development, operation, outputs, content, or disclosures;

(c) your or your personnel’s violation of any applicable law, regulation, or ordinance; (d) any claim by an Approved AI Provider (or its licensors, partners, or affiliates) arising out of or relating to your use of such provider’s tool, including any alleged breach of the Approved AI Tool Terms, license restrictions, prohibited uses, or IP/data/privacy misuse; (e) any allegation that your AI Inputs, AI Outputs, or Your App infringe, misappropriate, or otherwise violate any Intellectual Property, privacy, or other third-party rights; or (f) any of your or your personnel’s dissemination, publication, display, or other disclosure of Market Data or any other Licensed Content.

10.2. This indemnity covers all acts and omissions of you, your affiliates, and your personnel or contractors. eToro may (at its option) participate in the defense with counsel of its choice, at your expense, and you will not settle any claim without eToro’s prior written consent if such settlement imposes obligations or liability on, or admits fault by, any eToro Indemnitee.

10.3. eToro may recover any indemnified amounts, costs, or expenses by set-off or deduction from any amounts owed to you under this or any other agreement.

## 11. **Warranties and Disclaimer**

11.1. Each party represents and warrants that: (i) it has the power and authority to enter into this Agreement and, to the best of its knowledge, it is not subject to any agreements that conflict with its undertakings hereunder; (ii) no registration with or approval of any government agency or commission is necessary for the execution,

delivery or performance by such party of any of the terms of this Agreement, or for the validity and enforceability hereof or with respect to the obligations of such party hereunder, except such registrations and approvals that have been made or obtained prior to the date hereof, and (iii) neither the execution nor the delivery of this Agreement nor the fulfilment of or compliance with the terms and provisions hereof by such party shall contravene any provision of law including, without limitation, any statute, rule, regulation, judgment, decree, order, franchise or permit applicable to such party.

- 11.2. THE API, THE LICENSED CONTENT AND ALL OTHER INFORMATION AND SERVICES ARE PROVIDED BY ETORO ON AN "AS IS" AND "AS AVAILABLE" BASIS. ETORO EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OBLIGATIONS AND LIABILITIES ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE LICENSED CONTENT, THE API AND ANY OTHER SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR OF TITLE. ETORO MAKES NO REPRESENTATION THAT THE OPERATION OF THE API WILL BE UNINTERRUPTED OR ERROR-FREE, AND ETORO WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS (INCLUDING ANY LOST DATA).
- 11.3. WE ARE NOT RESPONSIBLE, AND HAVE NO LIABILITY FOR ANY HARDWARE, SOFTWARE OR OTHER ITEM OR SERVICE PROVIDED BY ANY PERSON OR ENTITY OTHER THAN ETORO INCLUDING APPROVED AI TOOL PROVIDER. WE DO NOT WARRANT THAT ANY CONTENT AVAILABLE ON THE API IS ACCURATE, COMPLETE, RELIABLE OR CURRENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ETORO OR THROUGH THE API WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. EXCEPT FOR ANY WARRANTIES EXPRESSLY STATED IN THESE API TERMS, THE ENTIRE RISKS ARISING OUT OF USE OR PERFORMANCE OF THE API OR AS TO THE SATISFACTORY QUALITY, PERFORMANCE AND ACCURACY OF THE LICENSED CONTENT REMAIN WITH YOU. ETORO IS NOT RESPONSIBLE FOR ANY THIRD PARTY INFORMATION OR MATERIALS. ANY INFORMATION OR MATERIAL PROVIDED THROUGH THE API OR PURSUANT TO THIS AGREEMENT SUPPLIED BY A THIRD PARTY IS THE SOLE RESPONSIBILITY OF SUCH THIRD PARTY. YOU USE SUCH INFORMATION AND MATERIAL AT YOUR OWN RISK.
- 11.4. YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHER PERSONS OR ENTITIES THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

## 12. **Limitation of Liability**

- 12.1. To the maximum extent permitted by law, eToro will have no liability for any losses, damages, costs, or expenses arising out of or related to: (i) the design, development, testing, deployment, or use of Your App; (ii) prompts, outputs, recommendations, or decisions produced by an Approved AI Tool or Your App; (iii) orders or trading activity within your eToro Account, including if initiated or facilitated by Your App; or (iv) latency, outages, errors, or model/provider behaviour.
- 12.2. EXCEPT FOR: (A) YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER, (B) BREACHES OF YOUR CONFIDENTIALITY OBLIGATIONS HEREUNDER, AND/OR (C) YOUR USE OF THE LICENSED CONTENT IN A MANNER INCONSISTENT WITH THE TERMS OF THE AGREEMENT, TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.
- 12.3. You are solely responsible for all acts and omissions arising from Your App and your use of the API, the Licensed Content, or any AI Outputs. You will be liable for any losses, damages, or claims (including those by end users) resulting from Your App's integration, data processing, or execution of trading or other actions through the API.

## 13. **Support**

eToro will offer reasonable technical support for the users of the API (no less than industry standard).

## 14. **Term and Termination**

- 14.1. These API Terms begin on your first access and continue until terminated under this Section 14. eToro may modify, suspend, or discontinue the API, the eToro Marks, or the Licensed Content (collectively, the API Services) at any time. Where a change is not required for security, legal, compliance, integrity, or risk reasons (Critical Reasons), eToro will use reasonable efforts to provide at least 14 days' prior notice or a commercially reasonable deprecation period.
- 14.2. Suspension. eToro may immediately suspend all or part of your access to the API (without notice) for Critical Reasons, suspected breach, fraud, misuse, platform stability/performance, data protection concerns, or if required by law, a regulator, or a partner. eToro may lift a suspension at its discretion after the issue is cured.
- 14.3. Termination. eToro may terminate these API Terms (and all licenses and any External Use Addendum) for convenience on fourteen (14) days' notice. eToro may terminate immediately (or suspend under Section 14.2) for Critical Reasons

(including security, legal/compliance, platform integrity, fraud, or material risk) or upon your material breach of these API Terms, the General Terms and Conditions, or the Approved AI Tool Terms. If a breach is curable and not a Critical Reason, eToro will provide written notice and a short reasonable cure period (without limiting eToro's right to suspend). You may terminate at any time by ceasing all access and use and complying with Section 14.4. Termination is without prejudice to any other rights or remedies and all sections that by nature should survive will do so.

- 14.4. Effect of Suspension/Termination. Upon termination (or upon written request during a suspension), you will promptly: (i) cease all access to and use/display of the API Services; (ii) remove and permanently delete all Licensed Content and eToro Marks from Your App(s) and systems; (iii) destroy all copies of the API, keys, documentation, and derivative materials in your possession or control; and (iv) cease holding yourself out as associated with eToro. You acknowledge that changes, suspension, or termination may cause Your App(s) to cease functioning.
- 14.5. Survival; Remedies. Provisions that by their nature should survive will survive. Termination or suspension is without prejudice to any other rights or remedies.
- 14.6. No Obligation to Provide Transition. eToro has no obligation to provide support, migration, or replacement services in connection with any change, suspension, or termination.

## **15. Miscellaneous**

- 15.1. Notice. All notices hereunder will be in English and in writing and: (a) if sent to eToro – such notices shall be sent to the address identified above and to eToro legal department via email to: [legal@etoro.com](mailto:legal@etoro.com) (b) if sent to you - such notices shall be sent to the address you provided to us during registration. Notice will be deemed delivered on the business day sent if delivered personally or via email.
- 15.2. Assignability. You may not assign or otherwise transfer your rights or delegate your obligations under the Agreement to anyone, without the prior written consent of eToro; and any attempt to do so will be null and void.
- 15.3. Choice of Law and Venue. The laws of Israel will govern the Agreement. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. Neither party will commence or prosecute any action, suit, proceeding or claim arising out of or related to this Agreement other than in the courts located in Tel Aviv, Israel. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of such courts in connection with any such action, suit, proceeding or claim.
- 15.4. Severability and no Waiver. The Agreement supersedes any other prior or collateral agreements, whether oral or written, with respect to the subject matter hereof. The failure to require performance of any provision will not affect a party's right to require performance at any time thereafter; nor will waiver of a breach of any provision constitute a waiver of the provision itself. If any provision is adjudged by a court of competent jurisdiction to be unenforceable, invalid or otherwise contrary to law, such provision will be interpreted so as to best accomplish its intended objectives and the remaining provisions will remain in full force and effect.

- 15.5. Relationship of the Parties. The parties hereto are and will remain independent contractors and nothing herein will be deemed to create any agency, partnership, or joint venture relationship between the parties. Neither party will be deemed to be an employee or legal representative of the other nor will either party have any right or authority to create any obligation on behalf of the other party.
- 15.6. Force Majeure. Neither party will be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures and Internet disturbances.
- 15.7. Injunctive Relief. You agree that if you breach any of your obligations hereunder, you might cause irreparable harm to eToro, and you agree that eToro will be entitled, in addition to other rights or remedies it may have hereunder or under applicable laws, to take such actions as may be required, including immediate injunctive relief, to enforce your obligations, without the necessity of proving actual damage, posting bond or making any undertaking in connection therewith.
- 15.8. General. The Agreement is not intended to benefit, nor will it be deemed to give rise to, any rights in any third party. The Agreement: (a) will be binding on and inure to the benefit of each of the parties and their respective successors and assigns; and (b) may be executed in counterparts, each of which will be deemed an original and all of which when taken together will constitute one and the same instrument.
- 15.9. eToro reserves the right to modify the Agreement at any time. If eToro reasonably determines that a planned modification may adversely impact You, eToro may provide ten (10) days prior email notice to you using the email address you provided to eToro during registration.