

## API TERMS OF USE

These API Terms of Use (the "**API Terms**") are made and entered into by and between eToro X Limited., a company incorporated under the laws of Gibraltar with registered company number 116348 ("**eToro X**" or "**we**" or "**us**") and any entity accessing and/or using eToro X's Application Programming Interface (the "**API**"). Any entity accessing and/or using and/or connecting to the API shall be referred to herein as "**you**".

These API Terms form an integral part of and shall be read together with the Terms and Conditions for Digital Asset Exchange Services entered into between you and eToro X (the "**Terms and Conditions**"). All capitalized terms that are used in the API Terms and are not defined herein, shall have the meanings given to such terms in the Terms and Conditions. Your use of the API shall be deemed included in the definition of the term "Services" for purposes of the Terms and Conditions. The API Terms and your use of the API shall remain subject at all times to the Terms and Conditions, as such Terms and Conditions may be amended from time to time, or any other agreement or document governing your use of the Services and/or the API. In case of conflict between the provisions of the API Terms and the Terms and Conditions, the provisions of this the Terms and Conditions will prevail.

These API Terms set out the terms and conditions upon which we may grant you with the right to connect to the API, allowing certain computer hardware and software, equipment, network facilities and other resources and facilities pre-approved by eToro X to interface with the Services.

By accessing and/or connecting to and/or using the API and/or any future updated version thereof, you signify that you are entering into a binding agreement with eToro X and agree to be bound by these API Terms.

You must accept these API Terms in order to use the API. These API Terms describe both your rights and obligations while connecting to and/or using the API. It is important that you read these API Terms carefully since you will be legally bound to them. You acknowledge and agree by using the API that you are entering into a legally binding contract and have read, understood and accepted these API Terms.

You agree to comply with all applicable laws and regulations regarding your use of the API, and that you will not use them to perform any illegal or criminal activities, such as money laundering, terrorism financing, malicious hacking, illegal gambling, fraudulent price manipulation etc. If you choose to connect to and/or use the API, you do so at your initiative and are responsible for compliance with applicable laws. eToro X 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. "**API**" means a set of web-based subroutine definitions, protocols and tools available on eToro X dedicated section in its website, providing programmatic access to the Exchange Platform of eToro X, 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 X makes available under these API Terms.
- 1.2. "**eToro X Content**" means any data, content or executables of and/or associated with the API and/or the Services and/or , which may include data of trading information

made available by eToro X through the API and/or the Services including, without limitation, market and exchange data, charts, quotations, indices, prices, volumes, past and current sentiments, news and other information, whether developed by eToro X or provided by a third-party provider. Any information resulting from the processing of eToro X Content shall remain and be deemed to be part of the eToro X Content and shall be subject to these API Terms if eToro X determines, in its sole discretion, that: (a) the eToro X Content as transmitted by eToro X can be readily identified, recalculated or re-engineered from the information resulting from the processing of the eToro X Content; and/or (b) the information resulting from the processing of eToro X Content may be used as a substitute for eToro X Content.

- 1.3. "**Intellectual Property Rights**" means all legal right, title and interest evidenced by or embodied in any: (i) invention (whether patentable or un-patentable and whether or not reduced to practice) and improvements thereto, (ii) patent, patent applications and patent disclosures; (iii) work of authorship, regardless of copyright ability, copyrightable works and all copyrights (including moral rights); (iv) trade secret, know-how and confidential information; (v) trademark, service mark, trade names dress, style and design and logo; and (vi) any other intangible and/or similar intellectual property right, in each case on a worldwide basis.

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

- 2.1. Subject to your compliance with these API Terms and the Terms and Conditions, eToro X grants you a non-exclusive, non-transferable, non-sublicensable right and license to access and use the API, during the term of these API Terms, in accordance with the API documentation.
- 2.2. You may not use the API for any Prohibited Use or for any other use or purpose that is prohibited or restricted by the Terms and Conditions. It is hereby clarified that the use of the API shall not be considered as a Prohibited Trading Technique under the Terms and Conditions. You will use the API solely for the permitted uses pursuant to these API Terms and not for any other purpose.
- 2.3. Any application or software that you use in conjunction with the API will be a software or application that is developed by you unless you have notified eToro X of the nature of the software or application and received eToro X's prior written approval for its use.
- 2.4. 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 X of such defect, malfunction or virus and cease to connect to the API until you have received permission from eToro X to re-connect to the API.
- 2.5. 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.
- 2.6. 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 X via the API or failure to communicate with eToro X 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 X. You acknowledge that the API is a beta version at the stage of development 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.

- 2.7. You warrant and represent that you will not request material amounts of information from eToro X, or send material amounts of information to eToro X, via the API, that is likely to result in straining or overloading of eToro X's systems. Accordingly, you will abide by any "throttles", limitations on calls, or restrictions and limitations that eToro X may reasonably notify you of from time to time in relation to your ability to obtain from eToro X, or send to eToro X, information or instructions via the API.
- 2.8. 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. You agree that we shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the API. 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 X 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.
- 2.9. You shall use the API in accordance with all applicable laws, regulations and rules. You agree that you will not use the API for any purpose for which it is not designed or intended pursuant to these API Terms.

### **3. Incentives.**

Users that comply with these API Terms shall be entitled to the incentives as described in eToro X "AlgoX Prime" page on its website.

### **4. Developer Account and Developer Key**

- 4.1. Before using the API you will be required to create an eToro X account and complete all relevant KYC procedures that may apply from time to time. Thereafter, you should follow the process as indicated in the API page section on the eToro X website, log-in to your account and go to the setting page to request an API application ("Trading API") to complete your developer account (the "**Developer Account**"). The Developer Account allows your access to the API and certain other administrative functions in relation thereto. In such case, you will be provided with a unique, personal developer key upon creation of your Developer Account, which provides you access to the services offered by the API (the "**Developer Key**"). You may only access the services offered by the API through your Development Key. When you create a Developer Account you may be required to insert certain details such as your email address, user name, password, telephone number, address etc.

Each of the Developer Account and the Developer Key is personal and is not transferable.

- 4.2. By creating an account, you represent and warrant to eToro X that you have provided accurate, complete and updated account information. Failure to do so shall constitute a breach of these API Terms and of the Terms and Conditions, which may result, *inter alia*, in immediate termination of these API Terms and/or the Terms and Conditions, and your access and use of the API and/or the Services.
- 4.3. You are responsible for maintaining the confidentiality of your Developer Key, Developer Account, and username and password, and you agree to accept responsibility for all activities that occur under your account. The Developer Key and Developer Account username and password are personal to you and may not be transferred or disclosed to any other person or entity.

## **5. Restrictions**

Without derogating from other restrictions herein and/or in the Terms and Conditions, you agree that you will not, and will not assist or enable others to: (i) create or disclose metrics about, or perform any statistical analysis of, the API; (ii) use the API on behalf of any third party other than a group or affiliate company; (iii) other than as explicitly permitted hereunder, reverse engineer, disassemble, reconstruct, decompile, translate, modify, copy the API, or create derivative works of the API, or any aspect or portion thereof, including without limitation, source code and algorithms; (iv) act in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and eToro X; (v) use the API in a manner that impacts the stability of eToro X's servers or impacts the behavior of other applications or sites using the API; (vi) use the API in any manner or for any purpose that may violate any law or regulation, or any right of any person including, but not limited to, Intellectual Property Rights, rights of privacy and/or rights of personality, or which otherwise may be harmful (in eToro X's sole discretion) to eToro X, its providers, its suppliers or your end users; and/or (vii) assign (or grant a sub-license of) your rights to use the API, grant an interest in or over your rights to use the API, or otherwise transfer any part of your rights under these API Terms.

## **6. Compliance**

- 6.1. You undertake that the execution and delivery of, and the performance by you of your obligations hereunder, will not result in a violation or breach of any applicable regulations.
- 6.2. eToro X may, at its sole and exclusive discretion, withhold, delay or deny your use of the API if: (i) eToro X has reason to believe that your activity is not in compliance with any applicable law or regulation; (ii) eToro X has reason to believe that your activity is in breach of these API Terms including any representation or warranty made herein; (iii) you failed to complete any form as may be required by eToro X or has completed misleading or incorrect information in a form provided by you to eToro X; (iv) you have failed to provide any document as may be demanded by eToro X as part of any audit conducted pursuant to these API Terms.

- 6.3. You agree to provide eToro X with access to any of your computer programs, source code or software used by you in conjunction with the API as may be reasonably requested by eToro X in order to monitor your compliance with these API Terms and any applicable regulations.

## **7. AML**

You shall at all times maintain best commercial efforts in order to mitigate any AML risk by conducting AML compliance processes on your Digital Assets which will identify the source of the Digital Assets that are to be exchange via the Services and screen any Digital Asset which is suspected in non-compliance violation of applicable AML regulations.

## **8. Records; Audit**

- 8.1. eToro X will monitor your compliance and maintain records of your activities relating to these API Terms. eToro X may share such records or any other relevant data with competent regulatory authorities if required in order to comply with any law or regulation. In the event of a dispute, eToro X's records of all of your activities will be conclusive evidence of your compliance with API Terms. You agree not to contest the validity or enforceability of eToro X's records in any legal proceedings.
- 8.2. You shall keep complete, accurate and up-to-date records relating to your use of the API, sufficient to demonstrate compliance with these API Terms and any regulatory requirement. All records required to be maintained under these API Terms shall be maintained for a minimum of two (2) years from the end of these API Terms and made available to eToro X on request for audit inspection.
- 8.3. We shall have the right, during the term of these API Terms and for a period of two (2) years afterwards, to visit your premises during normal business hours in order to conduct an audit.

## **9. Due Diligence Assessment**

We may conduct an initial and/or periodic assessment of your performance against due diligence criteria which may include: (a) your governance and ownership structure; (b) the types of strategies to be undertaken by you; (c) your operational set-up; (d) the responsibilities within your organisation for dealing with actions and errors; (e) your historical trading pattern and behavior; (f) your level of expected trading and order volume; (g) your ability to meet your financial obligations to us; (h) your disciplinary history, where available; (i) your compliance with regulatory requirements and (j) any other criteria we determine, in our sole discretion, to be appropriate ("**Due Diligence Assessment**"). You agree to provide us promptly, upon request, with all information or other assistance which we may reasonably request in order to conduct Due Diligence Assessments.

## **10. Usage Limitations; Data Ownership**

- 10.1. eToro X may limit the amount of calls the API may make during a particular time period or the amount or size of information you may access via the API as eToro X deems appropriate in its sole discretion.
- 10.2. In Addition, eToro X may limit, block, cancel or otherwise restrict the use of the methods of trading via the API. We will endeavor to give you notice of such limits or

changes before we implement them, but this may not be possible and we will not be liable for not notifying you. You will comply with all limits we have implemented and will not try to bypass or otherwise avoid such limits.

## **11. Data Safeguards**

You will protect 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 in accordance with these API Terms. You must promptly report to eToro X any security deficiencies in, or intrusions into, your Systems. You will work with eToro X 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, you will make no public statements without prior written and express permission from eToro X in each instance, unless otherwise required by law.

## **12. Intellectual Property Rights**

**eToro X Materials.** eToro X and/or its licensors owns all rights, title and interest, including all Intellectual Property Rights, in and to the API and/or the eToro X Content and all elements, components, and executables of the API (collectively, "**eToro X Materials**"). Except for the express licenses granted in the API Terms, eToro X does not grant you any right, title or interest in the eToro X Materials. You agree to take such actions as eToro X may reasonably request to perfect eToro X's rights in and to the eToro X Materials. You agree that you will not, without our prior written approval, (a) use any eToro X Materials to: (i) develop, create, register, issue, list, or otherwise cause to bring to market any investment product, financial product, or financial contract of any kind; (ii) create a financial benchmark, reference rate, or index; or (iii) interfere with or manipulate the functioning of the Services; or (B) sublicense, deliver, disseminate, sell, license or resell any eToro X Materials or otherwise share or disclose any eToro X Materials with or to any other person or entity.

## **13. Indemnification**

You agree to defend, indemnify and hold harmless eToro X and its affiliates (and their respective officers, directors, shareholders, employees and agents) from and against all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees) arising from or connected to any third party claim relating to: (a) your use of the API, in a manner inconsistent with the terms of these API Terms or the Terms and Conditions; or (b) breach of any laws, regulations, or ordinances.

## **14. Warranties and Disclaimer**

14.1. You represent and warrant that: (i) you have the power and authority to enter into these API Terms and you are not subject to any agreements that conflict with the your undertakings hereunder; (ii) no registration with or approval of any government agency or commission is necessary for the execution, delivery or performance by you of any of the terms of these API Terms, or for the validity and enforceability hereof or with respect to your obligations hereunder, and (iii) neither the execution nor the

delivery of these API Terms shall contravene any provision of law including, without limitation, any statute, rule regulation, judgment, decree, order, franchise or permit applicable to you.

- 14.2. In addition and without derogating from any representations made herein or under the Terms and Conditions, you hereby represent and warrant that: (i) signing and delivery of these API Terms and the compliance with these API Terms does not violate any law, rule, regulation or agreement, document or instrument binding or applicable to you; (ii) you will fulfil your obligations under API Terms and under any law and regulation apply to you as long as these API Terms is in force; (iii) you have the necessary expertise and operative measures in place to comply with your undertakings, and will ensure compliance at all time with these API Terms, including, without limiting, your audit obligations and due diligence compliance; (iv) you represent and warrant that you are in compliance, and will remain in compliance, with any local law or regulation to which you are subject. All the representation and warranties made by you as set out in the Terms and Conditions shall continue to apply. You acknowledge that it is under your duty to notify eToro X immediately in case you become aware of any breach of a representation or warranty given by you.
- 14.3. THE API AND ALL OTHER INFORMATION AND SERVICES INCLUDING ANY COLOCATION SERVICES, IF APPLICABLE, ARE PROVIDED BY ETORO X ON AN "AS IS" AND "AS AVAILABLE" BASIS. ETORO X EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OBLIGATIONS AND LIABILITIES ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE TORO MATERIALS, 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 X MAKES NO REPRESENTATION THAT THE OPERATION OF THE API WILL BE UNINTERRUPTED OR ERROR-FREE, AND ETORO X WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS (INCLUDING ANY LOST DATA AND/OR REVENUES).
- 14.4. 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 X. 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 X 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 ETORO X MATERIALS REMAIN WITH YOU.
- 14.5. 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 INCLUDING ANY TECHNICAL PROBLEMS WHICH RELATES TO COLOCATION SERVICES, IF APPLICABLE.

#### **15. Limitation of Liability**

ETORO X WILL NOT 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 ETORO X 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.

#### **16. Term and Termination**

Any termination of the Terms and Conditions in accordance with its terms will also immediately terminate these API Terms. Upon any termination of these API Terms, you will promptly: (i) delete and remove all material generated from the API from all web pages, scripts, widgets, applications, and other software in your possession or under your control; (ii) destroy and remove from all computers, hard drives, networks and other storage media all copies of the API, and certify in writing to eToro X that such actions have been taken; and (iii) cease to hold yourself out as being associated with eToro X in any way. All the provisions of these API Terms which by their nature should survive termination thereof shall survive such termination. Termination is not eToro X's exclusive remedy, and all other remedies will be available to eToro X whether or not these API Terms are terminated. eToro X shall have the right to terminate this API Terms at any time.

#### **17. General**

Terms provided within the Terms and Conditions shall apply to these API Terms *mutandis mutatis* and will bind you *mutandis mutatis*.

Effective Date: 10.9.2019

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