

BETA PRODUCT

ETORO BUILDERS' ECONOMY PUBLIC API & ETORO APP STORE — TERMS OF USE [February 17, 2026]

EXECUTIVE SUMMARY: IMPORTANT INFORMATION ABOUT ETORO'S BUILDER TOOLS

- THE BUILDERS' ECONOMY (API, VIBE CODING, AND APP STORE) IS A TECHNOLOGY PLATFORM ONLY. IT IS NOT AN INVESTMENT ADVISORY OR PORTFOLIO MANAGEMENT SERVICE.
- ANY APP, BOT, OR AUTOMATED TOOL BUILT OR USED THROUGH THIS ENVIRONMENT OPERATES UNDER YOUR FULL RESPONSIBILITY.
- ETORO DOES NOT DESIGN, APPROVE, MONITOR, OR OPTIMIZE THE INVESTMENT LOGIC OF THESE TOOLS.
- IF YOU ACTIVATE AUTOMATION, TRADES MAY EXECUTE AUTOMATICALLY AND QUICKLY — AND YOU ARE RESPONSIBLE FOR MONITORING YOUR ACCOUNT.
- AI-GENERATED CODE OR TRADING LOGIC MAY CONTAIN ERRORS OR BEHAVE UNEXPECTEDLY. YOU MUST REVIEW AND TEST ANY TOOL BEFORE RELYING ON IT.
- APPS LISTED IN THE ETORO APP STORE ARE DEVELOPED BY INDEPENDENT PUBLISHERS. ETORO DOES NOT GUARANTEE THEIR PERFORMANCE OR RESULTS.
- YOU CAN DISABLE ACCESS TO ANY TOOL AT ANY TIME.

These Terms of Use (this "**Agreement**") are entered into by eToro Group Trading Ltd. ("**eToro,**" "**we,**" "**us**"), and any individual or entity that accesses or uses any part of the eToro Builders' Economy.

The eToro Builders' Economy comprises: (1) the **Public API**, providing controlled access to users' eToro accounts with eToro's regulated affiliates; (2) the **Vibe Coding Environment**, offering AI-assisted and natural-language-driven development tools for building applications that interact with eToro Trading Platform via the Public API; and (3) the **eToro App Store**, a marketplace where developers may publish tools for the use of other users; (collectively, the "**Builders' Economy**").

This Agreement consists of the following Parts, which together constitute a single, binding agreement governing your participation in the Builders' Economy:

Part I — Nature of the Services & Risk Disclosure. Applies to all aspects of the Builders' Economy.

Part II — Public API. Applies to your use of the Public API where used in your capacity as a user and/or developer of a tool under this Agreement.

Part III — Vibe Coding Environment. Governed by the Vibe Coding Environment Supplemental Terms (the "**Supplemental Terms**"), which are incorporated into and form part of this Agreement.

Part IV — eToro App Store. Applies to your access to the eToro App Store and interactions with tools made available through it.

Part V — General Terms. Applies to all aspects of the Builders' Economy.

BY ACCESSING OR USING ANY PART OF THE BUILDERS' ECONOMY YOU AGREE TO BE BOUND BY THIS AGREEMENT (INCLUDING THE SUPPLEMENTAL TERMS). WE WILL TREAT YOUR ACCESS TO AND USE OF THE BUILDERS' ECONOMY FUNCTIONALITIES AS ACCEPTANCE OF THIS AGREEMENT AS SHALL BE AMENDED OR UPDATED FROM TIME TO TIME. CONTINUED USE AFTER ANY AMENDMENTS CONSTITUTES ACCEPTANCE OF THE REVISED TERMS.

eToro may cancel or limit the availability of the Builders' Economy, or any part of it, to any user, area, or jurisdiction at any time.

PART I — NATURE OF THE SERVICES & RISK DISCLOSURE

1. Technology Infrastructure

- 1.1. The Builders' Economy is operated by an entity that is not licensed to provide regulated financial services. Access to the Builders' Economy does not constitute a regulated financial, investment, or advisory service under any applicable law, including MiFID II, the UK Financial Services and Markets Act, the U.S. Securities Exchange Act, the Australian Corporation Act 2001 (Cth) or equivalent legislation in any applicable jurisdiction. The technological services provided hereunder and any tools made available through the Builders' Economy do not and should not be construed as advice, investment recommendations, or portfolio management.
- 1.2. **Permitted Use.** You shall use any tool made available to you solely for the Permitted Use and in accordance with all applicable laws, regulations, and any applicable third-party tools terms. Any other use is prohibited unless expressly authorised in writing by eToro.

All Permitted Uses are further subject to, and must comply with, the General Terms and Conditions of the relevant regulated eToro entity governing your Trading Account (the "**Trading Account Terms and Conditions**").

For purposes of this Agreement:

"Permitted Use" means using the API, Vibe Coding Environment, or App Store to access and manage your own eToro trading account, develop and test tools for personal use in connection with your account, and, where expressly authorized, publish tools through the App Store for use by other eToro users, but excluding any commercial redistribution of eToro data or use on behalf of third parties or other uses prohibited under this Agreement.

"eToro Trading Platform" or **"Platform"** means the mobile or web-based online investment and trading platform made available by one or more eToro group entities, through which you may access, use, manage and monitor your account, execute transactions, and access related functionalities, products or services. Certain products or services accessible via the eToro Trading Platform may be subject to separate terms and conditions and may be provided by different eToro group entities, as applicable; and

"Trading Account" or **"eToro Trading Account"** means the account held in your name with the relevant eToro group entity through which you may deposit funds, hold assets, and place and manage transactions in financial instruments on the eToro Trading Platform, subject to the applicable terms and conditions.

- 1.3. You are solely responsible whether in your capacity as a user of the Listed Tools (as defined below) or as a developer for ensuring that the tools, agents, code, logic, prompts, and configurations comply with all applicable laws, as well as third-party licenses, and intellectual property rights, including market-abuse, insider-trading, wash-trading, and anti-manipulation rules; data-privacy laws (GDPR, CCPA, and equivalents); AML/CTF requirements; financial licensing and reporting obligations; export controls and sanctions; and any AI-specific legislation applicable to them.
- 1.4. eToro has the right, but not the obligation, to review, audit, or monitor tools and related code, algorithms, trading strategies, or AI-agent behaviour for compliance, legal sufficiency, or fitness for any purpose.
- 1.5. The Builders' Economy is provided in a "beta" state and is still under active development. It may contain bugs, errors, defects, and other issues that could cause system failures, data inaccuracies, or reduced performance. The features, functionality, design, and availability of and any tools accessible through it are subject to change, modification, suspension, or removal at any time, with or without notice, at eToro's sole discretion.

2. Risk Disclosures

Tools and automated agents built or accessed using the Builders' Economy may involve significant risks. By using them, you acknowledge and accept the following:

- 2.1. **Risk of Significant or Total Loss.** The use of automated or AI-driven tools can lead to rapid and substantial financial losses, including the loss of your entire investment or loss of potential profits/gains.
- 2.2. **AI Can Be Wrong.** AI models may generate responses, code, or trade instructions that look correct but are inaccurate, incomplete, misleading, or entirely fabricated. AI-generated code may also contain hidden

errors or security weaknesses. You are solely responsible for reviewing and testing any AI-generated output before relying on it.

- 2.3. **Results May Vary.** AI systems do not always produce the same result from the same input. Identical prompts or market conditions may lead to different outputs or trading decisions.
- 2.4. **Fast and Autonomous.** Autonomous agents may react at machine speed, triggering rapid price declines or repetitive execution cycles that deplete balances or exceed position limits. Any violation of applicable law resulting from such is your sole responsibility whether as a user or as a developer.
- 2.5. **Chain Reactions.** An error in one component may propagate across trades, instruments, or accounts.
- 2.6. **Changing Model Performance.** AI models may become less accurate over time as market conditions change or data becomes outdated.
- 2.7. **Technical Delays and Failures.** Internet issues, API interruptions, outages, or system delays may prevent or delay trade execution, which can result in losses.
- 2.8. **Data Errors.** Market data and third-party data may contain errors, omissions, or delays that affect trading decisions. It is your sole responsibility to check the accuracy of such data.

3. Assumption of Risk and Absolute Liability

- 3.1. Your design, build, test, and use of any tool is at your sole risk and solely for the Permitted Use. The Builders' Economy is technology infrastructure only and does not constitute investment, legal, tax, or other professional advice. eToro does not review, approve, monitor, or endorse your tools, any Listed Tools, or any outputs they generate. You are solely responsible for all trading decisions and orders initiated through your tools.
- 3.2. When using any tool, whether a Listed Tool or a tool developed by you (including under the Vibe Coding Environment pursuant to this Agreement), you are solely and fully liable for all trades, orders, instructions, positions, and financial outcomes executed or initiated through or in connection with your eToro platform account — without exception. This applies regardless of how the tool was developed, whether by eToro, through AI-assisted methods, third-party integrations, or manual coding, and regardless of whether the tool malfunctions, behaves unpredictably, contains errors, generates hallucinated outputs, or operates inconsistently with your intent. This liability is absolute and unconditional. eToro has no obligation to monitor, supervise, intercept, pause, reverse, or unwind any trade or instruction generated by any tool or agent, and eToro will not compensate you for losses including any potential loss of gains, including whether arising from automated or AI-enabled behaviour.

PART II — PUBLIC API

1. Access and Credentials

To use the Public API you need to apply through means as detailed in the API portal which may be granted, denied, or revoked at any time. Upon approval you will receive security keys, tokens, and related credentials ("**Access Credentials**"). You may register for only one set unless eToro permits otherwise. Access Credentials are confidential; you must not share, sell, or transfer them. If you become aware of any compromise, you must notify eToro within twenty-four (24) hours and rotate the credentials. eToro may revoke or reissue credentials at its discretion.

2. Usage

- 2.1. You are responsible for the accuracy of all data, instructions, and orders you transmit via the Public API. You must not overload eToro's systems and must abide by all rate limits and throttles as eToro may decide at its discretion from time to time.
- 2.2. You shall use the Public API solely for the Permitted Use and in a manner that does not degrade, interfere with, disrupt, or place unreasonable load on eToro's systems, infrastructure, networks, or other users' integrations.
- 2.3. You shall strictly comply with all rate limits, throttling mechanisms, concurrency limits, polling intervals, and technical usage parameters as notified by eToro from time to time. eToro may modify such limits at its discretion without liability.
- 2.4. You shall not design or deploy any tool, script, autonomous agent, or automated process that: (a) submits excessive, duplicative, or unnecessary requests; (b) attempts to bypass or circumvent rate limits or monitoring controls; (c) pre-fetches, bulk-requests, or systematically caches Licensed Content beyond what is reasonably required for the Permitted Use; or (d) generates traffic patterns that may impair platform stability, latency, or execution integrity.
- 2.5. Where your tool includes autonomous trading functionality, you must implement internal rate-limiting controls, maximum order frequency thresholds, and back-off logic sufficient to prevent breach of this Agreement or applicable law.
- 2.6. You are responsible for obtaining and maintaining all necessary facilities, software, and equipment at your own cost. If you become aware of any defect, malfunction, or security issue affecting the Builders' Economy or your tools, you must immediately notify eToro and cease connecting to the Public API until permitted to reconnect.
- 2.7. All execution order placed via external tools connected through the Public API shall be subject to the same limitations, rules, and restrictions that apply to your eToro Trading Account and shall remain subject to Trading Account Terms and Conditions. You shall not attempt to circumvent, bypass them, or otherwise avoid any such limitations, rules, or restriction
- 2.8. The Public API may be subject to limitations, restrictions, or controls as imposed by eToro at its sole discretion, including without limitation measures necessary for maintaining compliance with MiFID II suitability and appropriateness testing requirements, client classification obligations, the scope of services offered to each client, and any other applicable regulatory requirements. The API shall not be used to circumvent, bypass, or otherwise avoid any such limitations, controls, or regulatory requirements, including any suitability or appropriateness assessments, client categorisation rules, or product governance obligations that apply to the underlying eToro trading platform or the services provided thereunder. eToro reserves the right to modify, suspend, or restrict API access at any time to ensure ongoing compliance with applicable laws and regulations.

3. Licensed Content

eToro makes certain data available through the Public API, including charts, volumes, sentiments, news, and related information — whether sourced from eToro or third parties (collectively, "**Licensed Content**"). Licensed Content is subject to this Agreement and may not be used for any commercial purpose, redistribution, onward transmission, publication, resale, sublicensing, or any other purpose beyond the Permitted Use. Where Licensed Content is sourced from third parties, it is also subject to the terms of the licences under which eToro obtained such content, and your use must comply with any applicable restrictions in such third-party licences. Such

limitation may include that you are not permitted to use the Licensed Content but for personal use only and are strictly required to comply with such limitation when used in connection with the eToro Builder Economy. eToro may add or remove data at any time. eToro's marks must accompany all displays of Licensed Content. You must delete all Licensed Content immediately and not more than within twenty-four (24) hours upon eToro's request.

PART III — VIBE CODING ENVIRONMENT

1. Your access to and use of the Vibe Coding Environment is governed by the **Vibe Coding Environment Supplemental Terms**, which are incorporated by reference into this Agreement and form an integral part of it. In the event of any conflict between the Supplemental Terms and this Agreement, the Supplemental Terms prevail in relation to the Vibe Coding Environment.
2. The Supplemental Terms address, among other matters: the scope of the Vibe Coding Environment; AI-generated code and outputs; third-party development tools; App Store distribution, branding, and publisher responsibilities; and additional representations, restrictions, and obligations specific to the Vibe Coding Environment.
3. All other provisions of this Agreement (including Part I, Part II, Part IV, and Part V) apply to your use of the Vibe Coding Environment with the necessary changes except to the extent expressly modified by the Supplemental Terms.

PART IV — ETORO APP STORE

1. Nature of the App Store

The App Store is a marketplace through which developers (each a "**Publisher**") may make tools available to users of eToro's trading platform. A tool accepted for publication in the App Store is referred to as a "**Listed Tool**." We do not endorse, recommend, or guarantee the performance, safety, accuracy, or compliance of any Listed Tool.

2. Distribution and Fees

2.1 eToro may determine how Listed Tools are displayed, ranked, and promoted, and may feature, demote, or exclude any Listed Tool without notice or liability.

2.2 eToro may, from time to time, at its sole discretion (a) allow Publishers to charge users fees for Listed Tools (b) impose fees or costs on users for access to or use of the eToro App Store or any Listed Tool; and (c) impose fees or costs on Publishers for participation in the eToro App Store. Any Publisher's fees, if applicable, shall be subject to eToro's prior consent and must be fully disclosed to users before purchase; Hidden pricing is prohibited.

3. Licence Grant and Terms of Use

3.1. The Publisher — not eToro — is the provider of each Listed Tool and bears sole responsibility for its content, functionality, accuracy, compliance, and support. Each user's access is subject to: (a) the Trading Account Terms and Conditions; and (b) this Agreement.

3.2. Each Publisher shall provide its own end-user licence agreement or terms of use governing the Listed Tool (the "**Publisher Terms**"), which shall be presented to and accepted by the user prior to first use of the Listed Tool. The Publisher Terms shall, at minimum: (a) grant users a limited, non-exclusive, non-transferable, revocable licence for personal, non-commercial use in connection with their eToro account; (b) prohibit copying, modification, distribution, reverse engineering, and creation of derivative works except as required by law; (c) include appropriate warranties, disclaimers, and liability limitations; and (d) comply with all applicable law, including consumer protection and data protection requirements as well as any open source codes licenses requirements. The Publisher is solely responsible for the Publisher Terms and their enforcement.

3.3. Where a Publisher has not provided Publisher Terms in accordance with the preceding paragraph, then by listing the Listed Tool in the App Store, the Publisher covenants for the benefit of each user who downloads the Listed Tool (as an intended third-party beneficiary of this provision) that such user shall have a limited, non-exclusive, non-transferable, revocable licence to use the Listed Tool solely within the eToro platform for personal, non-commercial use in connection with the user's eToro account. Each user may enforce this licence grant directly against the Publisher.

3.4. Whether governed by Publisher Terms or the default licence above, the user may not copy, modify, distribute, sell, lease, sublicense, reverse-engineer, decompile, or create derivative works of the Listed Tool, in whole or in part, except to the extent that such restrictions are expressly prohibited by applicable law.

3.5. The Publisher is solely responsible for the Listed Tool, including its content, functionality, accuracy, maintenance, support, and any warranties — whether express or implied. eToro has no obligation to provide maintenance, support, or warranty services for any Listed Tool. In the event of any third-party claim that the Listed Tool infringes intellectual property rights, the Publisher (not eToro) is responsible for the investigation, defence, settlement, and discharge of such claim. Any product-liability claims, regulatory compliance issues, or claims arising under consumer protection or privacy legislation are likewise the sole responsibility of the Publisher.

3.6. If you have downloaded a Listed Tool or use it, you acknowledge and agree that any Listed Tool may collect, store, process, or transmit your personal data, including account information, trading activity, and other user data including sensitive information, in accordance with the Publisher's privacy policy. You are solely responsible for reviewing and accepting the Publisher's privacy policy and data practices before using any Listed Tool. eToro is not responsible for, and makes no representations or warranties regarding the

Publisher's data collection, storage, processing, or security practices. The Publisher's liability to the user shall not be limited beyond what is permitted by applicable law. The user must comply with all applicable third-party terms when using the Listed Tool.

4. Ratings and Reporting

eToro may implement ratings and reviews. Publishers must not manipulate or fraudulently inflate ratings. eToro may provide users with a reporting mechanism and may — but is not obligated to — investigate reports.

5. Assumption of Risk; No Advice; No Operational Control

5.1 Each Listed Tool is independently developed, configured, and operated by its Publisher. eToro does not design, build, test, validate the investment merit of, control, supervise, or operate any Listed Tool, nor does eToro determine or influence the trading logic, strategy parameters, prompts, model configurations, risk limits, or execution methodologies embedded therein.

5.2 All development, publication, distribution, and use of a Listed Tool are undertaken at the sole discretion and risk of the Publisher and the applicable user.

5.3 Any use of a Listed Tool in connection with a user's eToro account — including the placement, modification, or cancellation of orders, portfolio allocation decisions, parameter changes, or automated execution — is at the user's sole risk. The user remains exclusively responsible for all trading decisions, instructions, positions, and account activity, whether initiated manually or through automated or AI-enabled functionality.

5.4 The Builders' Economy, including the Public API, the Vibe Coding Environment, the App Store, Licensed Content, and any AI-assisted development features, are provided solely as technology infrastructure. Nothing made available through the Builders' Economy constitutes investment advice, investment recommendation, portfolio management, fiduciary service, legal advice, tax advice, accounting advice, or any other regulated professional service.

5.5 eToro does not review or approve the commercial merit, investment logic, performance quality, suitability, or regulatory classification of any Listed Tool. Any technical, security, or policy-based checks conducted by eToro are limited to platform integrity, security, and policy compliance purposes and do not constitute validation, endorsement, supervision, investment oversight, or assumption of responsibility for the tool's functionality or outcomes.

5.6 AI-enabled tools may produce inaccurate, incomplete, inconsistent, non-deterministic, or erroneous outputs. Model behaviour may change over time. Latency, outages, third-party provider disruptions, data inaccuracies, and model drift may occur. Automated agents may react at machine speed and may generate unintended or amplified trading outcomes. Neither Publishers nor users should rely on automated outputs without independent verification and appropriate safeguards.

5.7 eToro may conduct automated or operational monitoring for platform integrity, security, market integrity, or policy compliance purposes. Such monitoring does not constitute supervision of strategy, advisory oversight, fiduciary responsibility, or ongoing management of any Listed Tool. Except as required by applicable law, eToro has no obligation to monitor Listed Tools, intervene in their operation, supervise model behaviour, assess strategy suitability, warn users of model risks or market conditions, prevent or unwind trades, or provide operational support.

5.8 Nothing in this Agreement creates any agency, partnership, joint venture, advisory, fiduciary, brokerage, or representative relationship between eToro and any Publisher or user in connection with a Listed Tool.

6. Removal and Enforcement

6.1 eToro may, at its sole discretion and without prior notice where reasonably necessary, remove, suspend, disable, demote, de-rank, or otherwise restrict any Listed Tool or Publisher account.

6.2 The following is a non-exhaustive list of examples in which eToro may reasonably determine that:

6.2.1 the Listed Tool violates this Agreement, the App Store Guidelines, applicable law, or third-party provider terms;

6.2.2 the Listed Tool contains misleading disclosures, deceptive performance representations, inadequate risk warnings, or inaccurate descriptions;

- 6.2.3 the Listed Tool poses cybersecurity, data-protection, operational, reputational, or legal risk to eToro, users, regulators, or third parties;
 - 6.2.4 eToro receives a complaint, legal claim, regulatory inquiry, exchange notification, or credible allegation concerning the Listed Tool;
 - 6.2.5 the Listed Tool causes or is reasonably likely to cause financial harm, execution instability systemic disruption;
 - 6.2.6 the Publisher breaches any representation, warranty, or obligation under this Agreement; or
 - 6.2.7 eToro modifies, suspends, or discontinues relevant Builders' Economy functionality.
- 6.3 eToro shall have no obligation to provide advance notice where immediate action is required for security, compliance, integrity, or risk-management reasons.
- 6.4 Removal or restriction shall not give rise to any claim for damages, lost profits, loss of goodwill, or other compensation either by the Publisher or a user.
- 6.5 Where practicable and appropriate, eToro may notify the Publisher of the basis for removal and may permit remediation within a timeframe determined by eToro; however, eToro shall have no obligation to reinstate any Listed Tool.
- 6.6 Upon removal, the Publisher must cease distribution and provide transition support to affected users for at least thirty (30) days unless eToro directs otherwise. Removal does not release the publisher from obligations relating to User Data already collected or from its indemnification obligations under the Master Agreement.

7. App Store Intellectual Property

eToro owns the eToro App Store platform, its interface, infrastructure, and algorithms. By submitting a Listed Tool, you grant eToro a non-exclusive, worldwide, royalty-free, sublicensable licence to host, display, distribute, test, and promote it in the App Store. This licence survives removal only as needed for pending transactions, transition support, or legal compliance. Publisher retain ownership of the applicable Listed Tools subject to the licences granted herein.

8. Updates and Compatibility

- 8.1 Publishers must keep Listed Tools functional, secure, and compliant, and must promptly issue updates for vulnerabilities, bugs, or compatibility issues. eToro may require specific updates within designated timeframes; failure to comply may result in removal. eToro may modify or discontinue API endpoints, App Store features, or runtime environments with reasonable advance notice where practicable.
- 8.2 Ongoing Maintenance and Updates. The Publisher must keep the Listed Tool functional, secure, and compliant with the Master Agreement, and all applicable laws for as long as it is listed on the App Store. The Publisher must promptly issue updates to address security vulnerabilities, bugs, or compatibility issues. eToro may require specific updates within designated timeframes; failure to comply may result in de-listing. If eToro reports a concern or a user files a complaint, the Publisher must respond promptly and cooperate with eToro's investigation.

PART V — GENERAL TERMS

1. Restrictions

You agree not to, and not to assist others to:

- 1.1 use the Builders' Economy features, any AI technology, or develop any tool to reverse-engineer, decompile, bypass, or probe security measures, integrity controls, rate limits, or isolation mechanisms on eToro's platform, the Builders' Economy, or Listed Tools;
- 1.2 manipulate, game, or exploit eToro's trading systems, market data, or pricing — including wash trading, simultaneous opposing positions, scalping, latency gaming, or timing exploits;
- 1.3 use the Builders' Economy in any unfair, abusive, or illegal manner;
- 1.4 use the Builders' Economy, AI-generated outputs, or Licensed Content in any context involving adult content, gambling, regulated substances for minors, malicious code, or illegal activity;
- 1.5 use the Builders' Economy for or on behalf of any third party except as permitted for Listed Tools;
- 1.6 publish benchmarks, latency figures, or competitive analyses of the Builders' Economy or Licensed Content;
- 1.7 use Licensed Content or AI-generated outputs to train, fine-tune, or ground any model, or to develop competing products or replicate eToro features;
- 1.8 scrape, bulk-download, cache, redistribute, sell, sublicense, or create separate databases from Licensed Content or AI-generated outputs or any other data beyond the Permitted Use;
- 1.9 use Licensed Content for advertising, profiling, or segmentation except as expressly permitted;
- 1.10 remove proprietary notices from Licensed Content or display AI-generated outputs, Licensed Content, or eToro Marks in a way implying eToro endorsement;
- 1.11 process sensitive data without eToro's written permission;
- 1.12 degrade or interfere with the stability of the Builders' Economy or other developers' integrations;
- 1.13 use jailbreak prompts, prompt injection, or other inputs to bypass safety or content controls;
- 1.14 include malware, viruses, trojans, or backdoors in any tools; or
- 1.15 use the Builders' Economy features to exploit errors in prices or off-market rates, or to conclude transactions in violation of exchange rules or securities laws.

2. Use of Third Parties' Technologies

By accessing, invoking, integrating, or otherwise using any technology provided by a third party, you represent and warrant that you have read, understand, accepted, and agree to be bound by all applicable provider terms, licences, policies, and documentation governing such technology. You must not access or use any such technology unless you are legally entitled to do so. You are solely responsible for compliance with all such terms, including any required accounts, fees, consents, restrictions, data-handling requirements, or usage limitations. As between you and eToro, eToro is not a party to, and has no responsibility or liability under, any such terms. In the event of a conflict between any such terms and this Agreement, this Agreement governs as between you and eToro.

3. Warranties and Disclaimers

- 3.1 Each party represents that it has the authority to enter into this Agreement, is not subject to conflicting obligations, and that performance will not violate any law.
- 3.2 You represent and warrant that: (i) you are not, and will not become, subject to any obligation that conflicts with this Agreement or your use or ownership of AI inputs or outputs; (ii) you have and will maintain all rights, licences, permissions, and lawful bases necessary to submit any data, prompts, models, or materials to all tools made available to you; (iii) your use of tools made available to you and any resulting outputs, code, content, or trade instructions does not and will not infringe or violate any intellectual property, confidentiality, privacy, publicity, or other third-party rights; (iv) your use, design,

development, implementation, deployment, operation, publication, and (where applicable) commercialisation of any tool complies with all applicable laws and regulations, including financial-services laws, market-abuse rules, data-protection laws, export controls, sanctions regimes, and any AI-specific legislation; (v) you are solely responsible for identifying and satisfying all compliance, licensing, disclosure, and regulatory obligations arising from your use of tools made available to you; and (vi) eToro may review, validate, restrict, or monitor any tool for security or compliance purposes without assuming any advisory, supervisory, regulatory, or fiduciary responsibility.

3.3 THE BUILDERS' ECONOMY, THE LICENSED CONTENT, AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." ETORO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. ETORO DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION AND MAKES NO WARRANTY REGARDING AI-GENERATED CODE. ETORO IS NOT RESPONSIBLE FOR THIRD-PARTY HARDWARE, SOFTWARE, OR SERVICES, INCLUDING LISTED TOOLS. NO INFORMATION FROM ETORO CREATES ANY WARRANTY NOT STATED HERE.

4. Limitation of Liability

4.1 To the maximum extent permitted by law, eToro shall have no liability whatsoever for any losses, damages, costs, or expenses arising out of or relating to: (a) the design, development, configuration, testing, deployment, operation, or use of any tool, Listed Tool, or autonomous agent, whether built by you or by any third party; (b) any A outputs, recommendations, signals, code, parameters, trade instructions, or decisions; (c) any trades, orders, positions, portfolio allocations, or account activity initiated manually or through automated or AI-enabled functionality; (d) any of the identified risks above, including hallucinations, non-deterministic behaviour, algorithmic loops, cascade failures, model drift, latency, data inaccuracies, or connectivity disruptions; (e) any market volatility, price movements, flash crashes, liquidity conditions, or execution outcomes; (f) any suspension, restriction, removal, de-ranking, or disablement of any tool, Listed Tool, API access, or functionality; (g) any third-party provider behaviour, outages, throttling, data errors, or service interruptions; or (h) any regulatory investigation, enforcement action, fine, or claim arising from your use of the Builders' Economy and/or Listed Tools. Without limiting the foregoing, eToro shall not be liable for any trading losses, including loss of potential gains loss of capital, loss of opportunity, or loss arising from automated or AI-enabled behaviour, regardless of cause.

4.2 EXCEPT FOR YOUR INDEMNIFICATION OBLIGATIONS, BREACH OF CONFIDENTIALITY, OR MISUSE OF LICENSED CONTENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ETORO SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, LOSS OF GOODWILL, OR LOSS OF DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY.

4.3 To the maximum extent permitted by law, eToro's total aggregate liability arising out of or relating to this Agreement, shall not exceed USD 1,000.

5. Indemnification

5.1 You shall defend, indemnify, and hold harmless eToro, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, demands, investigations, actions, losses, liabilities, damages, fines, penalties, and expenses (including reasonable legal fees) arising out of or relating to:

- 5.1.1 any tool or Listed Tool you develop, publish, configure, deploy, or use, including its functionality, outputs, performance, disclosures, or impact on users;
- 5.1.2 any claim relating trading activity, financial loss, data breach, or other harm caused by or arising from such tool or Listed Tool;
- 5.1.3 your use of the Builders' Economy, Licensed Content, or any technology in violation of this Agreement or applicable law;
- 5.1.4 any allegation that your tool, Listed Tool, AI inputs, or AI outputs infringe, misappropriate, or violate any third-party rights; or

- 5.1.5 any regulatory inquiry, enforcement action, exchange investigation, or governmental proceeding arising from any tool, Listed Tool, or use of the Builders' Economy.
- 5.2 eToro may participate in the defence at your expense, and you may not settle any claim that imposes liability on or admits fault by eToro without eToro's prior written consent.
- 5.3 IP NON-INFRINGEMENT DISCLAIMER. ETORO MAKES NO WARRANTY THAT THETOOLS, LISTED TOOLS, AI-GENERATED CODE, OR OTHER MATERIALS WILL NOT INFRINGE THIRD-PARTY RIGHTS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING NON-INFRINGEMENT. ETORO HAS NO OBLIGATION TO INDEMNIFY YOU FOR INTELLECTUAL-PROPERTY CLAIMS.

6. Term and Termination

- 6.1 This Agreement begins on your first access and continues until terminated. eToro may modify, suspend, or discontinue any part of the Builders' Economy and/or eToro App Store and/or the Public API access at any time. Where a change is not required for security, legal, compliance, or risk reasons ("Critical Reasons"), eToro will use reasonable efforts to give at least fourteen (14) days' notice.
- 6.2 eToro may, without prior notice and with immediate effect, suspend or restrict your access to the Builders' Economy, the Public API, the Vibe Coding Environment, or the App Store where eToro reasonably determines that: (a) any tool (including Listed Tool), Listed Tool, or agent is generating abnormal traffic, excessive load, execution anomalies, or destabilising behaviour; (b) your activity presents risk to market integrity, price formation, execution quality, or other users; (c) any tool (including Listed Tool) appears to be engaged in manipulative, abusive, exploitative, or non-compliant conduct; (d) your activity creates cybersecurity, data-protection, or operational risk; or (e) suspension is necessary to comply with law, regulatory inquiry, exchange obligation, third-party provider requirement, or internal risk controls.
- 6.3 Upon termination, you must promptly: (i) cease all use of the Builders' Economy; (ii) delete all Licensed Content and eToro Marks from your systems; (iii) delete all API keys, documentation, and derivative materials; (iv) delist all Listed Tools. Termination may cause your tools to stop functioning.
- 6.4 Any provision that by its nature or express terms is intended to survive termination or expiration of this Agreement shall survive, including without limitation provisions relating to indemnification, limitation of liability, intellectual property, confidentiality, payment obligations, and dispute resolution.

7. Contacting us

If you have any questions, wish to file a complaint, including regarding any Listed Tool, report any Listed Tool for potential violation of this Agreement or applicable law, or experience any technical issue or problem with the eToro Builders' Economy (including the Public API, the Vibe Coding Environment, the App Store, or any Listed Tool), you must contact eToro at <https://www.etoro.com/customer-service/>.

8. Assignment

You may not assign this Agreement without our prior written consent. Any purported assignment without such consent is void. eToro may assign or delegate this Agreement at its discretion.

9. Governing Law and Jurisdiction

- 9.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the British Virgin Islands.
- 9.2 Each party irrevocably agrees that the courts of the British Virgin Islands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 9.3 Each party irrevocably waives any right to object to an action being brought in the courts of the British Virgin Islands, including on the grounds that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

10. Severability; No Waiver

This Agreement supersedes prior agreements on its subject matter. Failure to enforce a provision does not waive it. Unenforceable provisions will be interpreted to achieve their intended purpose; the remainder stays in force.

11. Injunctive Relief

You agree that breach may cause irreparable harm entitling eToro to injunctive relief without proving actual damage or posting bond.

12. Third-Party Rights

Except for the limited provisions under clause 3.3-3.6, Part IV, This Agreement does not create third-party rights. It binds successors and assigns and may be executed in counterparts.

[End of eToro Builders' Economy — Terms of Use]

ETORO BUILDERS' ECONOMY

VIBE CODING ENVIRONMENT — SUPPLEMENTAL TERMS

[February 17, 2026]

1. BACKGROUND AND SCOPE

- 1.1. These Supplemental Terms (these "**Terms**") govern your access to and use of the Vibe Coding Environment and form part of the eToro Builders' Economy Terms of Use (the "**Agreement**"). Capitalised terms not defined here have the meanings given in the Agreement.
- 1.2. The Vibe Coding Environment is a development workspace within the Builders' Economy that provides AI-assisted and natural-language-driven tooling developed by or made available through integrated third-party providers enabling you to design, build, test, and deploy tools that interact with eToro's trading platform via the Public API (each, "**Your Tool**"). Where these Terms conflict with the Agreement, these Terms prevail in relation to the Vibe Coding Environment.
- 1.3. Your Tool may, subject to compliance with these Terms and the Agreement, be submitted for listing and distribution to other eToro users through the eToro App Store. A Tool accepted for publication in the App Store is referred to as a "**Listed Tool**", and you in your capacity as the provider of a Listed Tool, are referred to as a "**Publisher**".
- 1.4. By accessing the Vibe Coding Environment, you confirm that you have read, understood, and agreed to be bound by these Terms. If you are accepting on behalf of an entity, you represent that you have authority to bind that entity.

2. ACCESS AND REGISTRATION

- 2.1. **Eligibility.** Access to the Vibe Coding Environment may require an active, approved eToro developer account. eToro may grant, condition, suspend, or revoke access at its sole discretion and without liability. You must satisfy any eligibility criteria eToro publishes from time to time.
- 2.2. **Credentials.** for accessing the Vibe Coding Environment, you will receive API keys and related access credentials ("**Access Credentials**"). Access Credentials are personal to you, confidential, and non-transferable. You must not share, sell, or expose them. If you suspect any compromise, you must notify eToro immediately and immediately rotate the affected credentials. eToro may revoke or reissue credentials at any time. You may hold only one set of Access Credentials unless eToro expressly permits otherwise.

3. SCOPE OF USE

- 3.1. **Permitted Use.** You may use the Vibe Coding Environment solely to develop, test, and operate Your Tool in connection with your own eToro account and the Permitted Use as defined in the Agreement (the "**Permitted Use**"). Any use outside the Permitted Use is prohibited unless eToro provides express written authorisation.
- 3.2. **Technical Limits.** Your use is subject to certain limitations such as concurrency caps, polling intervals, compute quotas, and other technical or operational parameters as eToro may impose at its sole discretion from time to time. eToro may adjust these limitations without liability and without prior notice where reasonably necessary for security, performance, or operational reasons. You must design Your Tool to comply with all such limits and must not attempt to circumvent or bypass them
- 3.3. **No Charge; Reservation of Rights.** The Vibe Coding Environment is currently made available at no additional charge within the limits described in the applicable documentation. eToro reserves the right to introduce, modify, or restructure fees at any time upon reasonable notice.
- 3.4. **Lawful Use.** You will use the Vibe Coding Environment only in accordance with these Terms and all applicable laws, regulations, and Provider Terms for tools made available through the environment. You will not permit any third party to use the Vibe Coding Environment in a manner that violates any applicable law or these Terms.

4. AI-GENERATED CODE AND OUTPUTS

- 4.1. **Nature of AI Outputs.** Code, prompts, configurations, and other materials produced through the Vibe Coding Environment may be generated in whole or in part by artificial intelligence (“**AI-Generated Output**”). AI-Generated Output may appear syntactically correct yet contain logical errors, security vulnerabilities, unintended behaviours, or non-deterministic results. AI models do not always produce the same output from the same input.
- 4.2. **Your Responsibility.** You are solely responsible for reviewing, understanding, testing, and validating all AI-Generated Output before deployment or use in connection with any tool developed by you and/or your eToro Trading Account (as defined in the Agreement). eToro does not guarantee the correctness, security, fitness, or originality of any code, whether AI-generated or otherwise.
- 4.3. **Pre-Deployment Obligations.** Before connecting Your Tool to your live eToro account, you must:
 - 4.3.1. test Your Tool in any sandbox or simulation environment;
 - 4.3.2. review all AI-Generated Output for security vulnerabilities and alignment with your intended purposes and strategy;
 - 4.3.3. implement appropriate error handling, safeguards, and manual override mechanisms; and
 - 4.3.4. confirm that Your Tool complies with all applicable laws, the Agreement, and these Terms.
- 4.4. **No Warranty of Originality.** AI-Generated Output may resemble code generated for other users, found in public repositories, or may be similar to code produced for other users. eToro makes no warranty of originality, non-infringement or uniqueness. You must comply with all applicable open-source licence conditions for any open-source components incorporated into Your Tool or obtain on your own expense any license required for your developed tool.

5. THIRD-PARTY DEVELOPMENT TOOLS

- 5.1. **Integrated Providers.** The Vibe Coding Environment may incorporate, or surface AI models, code-generation services, and other development tools provided by third parties (each, a “**Third-Party Tool**”). Unless eToro informs you otherwise, Third-Party Tools are provided by their respective vendors, not by eToro.
- 5.2. **Provider Terms.** By using any Third-Party Tool, you represent that you have read, accepted, and will comply with all applicable provider terms, licences, and documentation (“**Provider Terms**”). eToro is not a party to, and has no responsibility or liability under, any Provider Terms. Where Provider Terms conflict with these Terms, these Terms govern as between you and eToro.
- 5.3. You must not integrate unapproved third-party tools or use any tool — approved or otherwise — to bypass eToro’s security controls, rate limits, access restrictions, or monitoring mechanisms.

6. INTELLECTUAL PROPERTY

- 6.1. **eToro Materials.** eToro and its licensors retain all rights in and to the Vibe Coding Environment, the Public API, the Licensed Information, the Builders’ Economy infrastructure, and all related technology, data, content, and documentation, excluding the Third-Party Tools (collectively, “**eToro Materials**”). No rights are granted except the express licences set out in the Agreement and these Terms.
- 6.2. **Your Tools.** Subject to eToro’s rights in any underlying eToro Materials, and third parties’ rights in the Third-Party Tools and AI Generated Outputs, as applicable, you retain ownership of the intellectual property in Your Tool.
- 6.3. **Licence to eToro.** Where Your Tool is submitted for listing in the eToro App Store, you grant eToro the licence set out in Part IV of the Agreement. For all other Tools, you grant eToro a limited, non-exclusive, royalty-free right to access and test Your Tool solely for security, compliance, and platform-integrity purposes.
- 6.4. **Feedback.** Any feedback, suggestions, or ideas you provide about the Vibe Coding Environment are voluntary and non-confidential. You grant eToro a perpetual, irrevocable, worldwide, royalty-free licence to use such feedback for any purpose without attribution or compensation.

- 6.5. **Independent Development.** eToro may independently develop products, features, or tools that are similar to or competitive with Your Tool. Nothing in these Terms restricts eToro from doing so.
- 6.6. **Open-Source and Public Models.** If any tool made available to you is provided under an open-source, public, research, or similar licence, you shall comply with all applicable licence conditions and restrictions and preserve all required attributions, notices, and licence texts. You are solely responsible for assessing whether any such licence imposes disclosure, copyleft, attribution, or derivative-work obligations affecting your tool or Listed Tool.

7. DATA AND CONFIDENTIALITY

- 7.1. **Licensed Content.** Data made available through the Vibe Coding Environment or the Public API (including charts, volumes, sentiments, news, and related information) constitutes Licensed Content under the Agreement and is subject to the usage restrictions set out therein.
- 7.2. **Data Handling.** You must handle all data accessed through the Vibe Coding Environment in accordance with all applicable data-protection laws (including GDPR, CCPA, and equivalents) and any data-handling requirements specified by eToro. At a minimum, you must:
 - 7.2.1. store any eToro data in a secured environment with appropriate access controls;
 - 7.2.2. use TLS encryption for all data in transit;
 - 7.2.3. notify eToro immediately at the designated security contact if you become aware of any actual or suspected breach of security affecting eToro data or Access Credentials; and
 - 7.2.4. delete all Licensed Content within twenty-four (24) hours upon eToro's request.
- 7.3. **Confidential Information.** You shall maintain in confidence and not disclose to third parties any Access Credentials, non-public features, pre-release documentation, or other materials marked or reasonably understood to be confidential. You may use such information only for the Permitted Use and may not disclose it to third parties other than your employees or advisers with a need to know, for whom you remain responsible.

8. RESTRICTIONS

Without limiting the Restrictions in the Agreement, you agree not to, and not to assist others to, use the Vibe Coding Environment to:

- 8.1 reverse-engineer, decompile, probe, or circumvent any security measure, integrity control, rate limit, or isolation mechanism of the Vibe Coding Environment or eToro's platform;
- 8.2 submit any virus, worm, Trojan horse, ransomware, or other malicious code to or through the Vibe Coding Environment;
- 8.3 use jailbreak prompts, prompt injection, or other techniques to bypass safety, content, or compliance controls embedded in any AI model or tool;
- 8.4 scrape, bulk-download, or systematically cache AI-Generated Output, Licensed Content, or any other data beyond what is reasonably necessary for the Permitted Use;
- 8.5 use Licensed Content or AI-Generated Output to train, fine-tune, or otherwise develop any competing model or product;
- 8.6 sublicense, redistribute, or make available the Vibe Coding Environment or any component of it to any third party (except through a properly Listed Tool under the Agreement);
- 8.7 use the Vibe Coding Environment for benchmarking, competitive analysis, or the publication of performance data without eToro's prior written consent;
- 8.8 create multiple accounts or duplicate environments to circumvent usage limits; or
- 8.9 use the Vibe Coding Environment in connection with any unlawful activity, including market manipulation, insider trading, wash trading, or any activity that violates the restrictions set out in the Master Agreement.

9. SUPPORT AND MODIFICATIONS

- 9.1. **Support.** eToro may, but is not obligated to, provide support, documentation, tutorials, or assistance in connection with the Vibe Coding Environment. eToro has no obligation to fix, respond to, or resolve errors, bugs, or issues you encounter during development.
- 9.2. **Changes to the Environment.** eToro may at any time and without liability add, remove, modify, or discontinue features, tools, AI models, API endpoints, or other components of the Vibe Coding Environment or completely revoke it. Where a change is not required for Critical Reasons (as defined in the Master Agreement), eToro will use reasonable efforts to provide advance notice.
- 9.3. **Beta Status.** The Vibe Coding Environment is currently provided in a "beta" state. It may contain bugs, errors, defects, and other issues that could cause system failures, data inaccuracies, or reduced performance. The features, functionality, design, and availability of the environment and any tools accessible through it are subject to change, suspension, or removal at any time at eToro's sole discretion.

10. APP STORE DISTRIBUTION AND BRANDING

- 10.1. If you choose to submit Your Tool for distribution through the eToro App Store, the provisions of the App Store terms set out in Part IV of the Agreement shall apply.
- 10.2. **Publisher Eligibility and Submission.** To list a tool in the App Store, you may be required to apply for Publisher status according to eToro's procedures as shall be published from time to time. eToro may approve, reject, or condition any application at its sole discretion. Each submission must include all materials as eToro may request or as communicated via the App Store. Any technical review or security scanning eToro conducts before listing is not an endorsement or assumption of liability.
- 10.3. **Listing Standards.** All Listed Tools must comply with this Agreement and eToro's App Store guidelines, as shall be published and updated from time to time (the "**Listing Standards**").
- 10.4. Without limiting the generality of the foregoing, the Listing Standards may address, among other matters: transparent, accurate, and non-misleading descriptions of functionality, fees if applicable, terms of use, risk disclosures and user-facing warnings proportionate to their nature and risk profile, and any use of AI or automated decision-making mechanism. It should be clearly stated that the tool does not constitute investment advice or is endorsed, guaranteed, or recommended by eToro; compliance with all applicable data protection, privacy, and cybersecurity requirements, including the implementation of reasonable security measures and the absence of malicious code; appropriate operational safety controls where relevant, including manual override capabilities for autonomous trading functionality; and any additional requirements imposed by eToro to safeguard platform integrity, user protection, and regulatory compliance.
- 10.5. eToro may make the current version of the Listing Standards available through the App Store or such other channel as eToro may designate. You are responsible for reviewing and complying with the Listing Standards as updated. Continued listing of a Listed Tool following publication of updated Listing Standards constitutes acceptance of such updates.
- 10.6. Submission of Your Tool for listing does not guarantee acceptance. eToro may approve, reject, condition, de-rank, or remove any submission at its sole discretion. You must comply with all Listing Standards published by eToro from time to time, and continued listing constitutes acceptance of any updates to those standards.
- 10.7. **Brand Features.** In these Terms, "**Brand Features**" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand elements of each party.
 - 10.7.1. Your Use of eToro Brand Features. You may not use eToro's Brand Features — including the eToro name, logo, and any product or platform names — without eToro's prior written consent. Where eToro grants such consent (for example, to display an "Available on eToro" badge), you must use the Brand Features strictly in accordance with eToro's brand guidelines as notified from time to time. All displays of Licensed Content within Your Tool must be accompanied by the applicable eToro attributions.
 - 10.7.2. eToro's Use of Your Brand Features. You hereby grant eToro a non-exclusive, royalty-free, worldwide right to use your Brand Features within the eToro App Store, on eToro's websites, in promotional materials, and in press releases, so that users can discover and access Listed Tool.

You agree to provide eToro with appropriate Brand Features (including logos in requested formats) promptly upon request.

10.8. **Promotion and Publicity.**

10.8.1. Your Promotion of Your Tool. You may promote Your Tool and describe its integration with the eToro platform, including through your own website, social media, and communications with your users. However, you may not:

- a) issue any formal press release or media statement referencing eToro or the Builders' Economy without eToro's prior written consent;
- b) make any representation, warranty, or guarantee on behalf of eToro, or suggest that eToro endorses, recommends, or guarantees Your Tool or its performance;
- c) imply that Your Tool constitutes investment advice or a regulated service provided by eToro; or
- d) use eToro's name, reputation, or branding in any misleading, deceptive, or disparaging manner.

If you become aware that any third-party publication, article, or media coverage is being developed that connects Your Tool to eToro, you must promptly inform eToro at the contact address specified in the Agreement.

10.8.2. eToro's Right to Promote. eToro may publicly refer to you, orally or in writing, as a developer on the Builders' Economy. eToro may publish your Brand Features (with or without a link to Your Tool) on its websites, within the App Store, in press releases, and in promotional or marketing materials, without requiring your additional consent beyond the licence granted above.

10.9. **Display, Ranking, and Fees.** eToro determines how Listed Tools are displayed, ranked, featured, and promoted within the App Store. eToro may feature, demote, or exclude any Listed Tool without notice or liability. eToro may, from time to time and at its sole discretion, impose fees or costs on the listing, access, or use of the App Store or any Listed Tool. If you charge users for access to Your Tool, you must disclose all applicable fees to users clearly and in advance; hidden or misleading pricing is prohibited.

11. **YOUR RESPONSIBILITIES AND USER RELATIONSHIPS**

Where Your Tool is made accessible to other users — whether through the App Store or otherwise — the following obligations apply.

11.1. **You Are the Provider.** You — not eToro — is the provider of each tool (whether listed in the App Store or not and bears sole responsibility for its content, functionality, accuracy, maintenance, support, and compliance. eToro does not develop, operate, endorse, recommend, or guarantee the performance, safety, or regulatory status of any such Tool.

11.2. **Independent Relationship.** Nothing in these Terms or the Agreement creates, or is intended to create, any partnership, joint venture, agency, employment, service provider/service requestor, or contractor relationship between you and eToro. The relationship between you and eToro is solely that of a licensor and licensee, whereby you grant eToro the rights specified in these Terms to publish and distribute Your Tool. You have no authority to bind eToro or to make any representation, warranty, or commitment on eToro's behalf. Each party is solely responsible for its own employees, contractors, taxes, insurance, and statutory obligations.

11.3. **User Relationship and Terms.**

11.3.1. Any eToro's user access to eToro's trading platform is governed by the Trading Account Terms and Conditions and the Agreement — not by your terms. Your Tool's functionality is supplementary to, and must not conflict with, those terms.

11.3.2. Where Your Tool collects, processes, stores, or transmits any user data (including portfolio information, trading activity, preferences, or personal data obtained through the Public API ("**User Data**")), you must:

- a) access only the minimum data fields that Your Tool requires to function, as consented to by the user;
- b) publish and maintain a clear, legally adequate privacy policy that discloses what User Data you collect, how you process and store it, and the purposes for which it is used;
- c) include transparent, accurate, and non-misleading descriptions of Your Tool's functionality, any use of AI or automated decision-making, applicable fees, and associated risks;
- d) include risk disclosures and user-facing warnings proportionate to Your Tool's nature and risk profile, and avoid any suggestion that Your Tool constitutes investment advice or is endorsed or guaranteed by eToro; and
- e) comply with all applicable data-protection laws and the data-handling requirements set out in Section 6 of these Terms.

11.4. **Data Security.** Without limiting anything stated herein, where Your Tool handles User Data you must, at a minimum:

- 11.4.1. store all User Data in a secure, access-controlled environment — not on shared hosting or publicly accessible infrastructure;
- 11.4.2. store sensitive credentials in dedicated secret-management infrastructure with strictly limited access;
- 11.4.3. enforce internal access-control policies for your operational staff, limiting access to User Data to personnel with a demonstrable need;
- 11.4.4. use TLS encryption for all data in transit, including all application-layer communications;
- 11.4.5. immediately notify eToro at the designated security contact if you become aware of any actual or suspected breach of security that could expose User Data, API credentials, tokens, certificates, or other sensitive information; and
- 11.4.6. permanently delete all User Data upon termination of these Terms or upon a user's withdrawal of consent, except to the extent retention is required by applicable law.

11.5. **User Data Usage Restrictions.** You must not:

- 11.5.1. use User Data to send any unsolicited marketing communications (electronic or otherwise) to any person;
- 11.5.2. resell, licence, or otherwise commercially exploit User Data — for the avoidance of doubt, charging subscription fees for access to Your Tool does not constitute "reselling" User Data, provided the data is used solely to deliver Your Tool's functionality;
- 11.5.3. transfer User Data in its raw or substantially unmodified form to any third party;
- 11.5.4. permit any third party to use User Data for purposes unrelated to the advertised functionality of Your Tool, including the onward sale of transactional data or the creation of data products derived from User Data; or
- 11.5.5. aggregate User Data across multiple users for purposes of profiling, segmentation, or analytics that are not integral to the disclosed functionality of Your Tool, unless the affected users have given informed, specific consent.

11.6. **Platform Conduct.** In addition to the restrictions in Section 7 and the Agreement, you agree not to use Your Tool, nor permit any third party to use it, to:

- 11.6.1. defame, abuse, harass, threaten, or send disruptive or offensive content to any user of the eToro platform;
- 11.6.2. create multiple substantially similar versions of Your Tool to access the App Store for the same or overlapping use cases;
- 11.6.3. replicate, repackage, or create a competitive equivalent of any eToro feature, API, or service and offer it to third parties;

- 11.6.4. manipulate or fraudulently inflate App Store ratings, reviews, download counts, or usage metrics; or
- 11.6.5. engage in any activity that degrades the stability, performance, or integrity of the eToro platform or other developers' integrations.
- 11.7. **Ongoing Maintenance and Updates.** You must keep Your Tool functional, secure, and compliant with these Terms, the Master Agreement, and all applicable laws for as long as it is listed on the App Store. You must promptly issue updates to address security vulnerabilities, bugs, or compatibility issues. eToro may require specific updates within designated timeframes; failure to comply may result in de-listing. If eToro reports a concern or a user files a complaint, you must respond promptly and cooperate with eToro's investigation.
- 11.8. **Transition Support on Removal.** If Your Tool is removed from the App Store — whether by you or by eToro — you must cooperate in providing reasonable transition support to affected users for at least thirty (30) days following removal, unless eToro directs otherwise. Removal does not release you from obligations relating to User Data already collected or from your indemnification obligations under the Master Agreement.

12. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- 12.1. **Prohibited Uses.** The Vibe Coding Environment and the Builders' Economy are provided solely as technology infrastructure. Your Tool must be designed, configured, and used in a manner that complies with all applicable regulations and licensing requirements under the laws of any applicable jurisdiction.
- 12.2. **Continuing Representations.** You represent, warrant, and covenant on a continuing basis that you:
 - 12.2.1. hold, and will at all times maintain, all licences, authorisations, registrations, and regulatory permissions required under applicable law with respect to Your Tool in every jurisdiction in which it is or will be made available;
 - 12.2.2. will promptly provide eToro, upon request, with evidence of such licences, authorisations, or regulatory status;
 - 12.2.3. will comply with all applicable laws and regulations relating to Your Tool and any equivalent legislation in your jurisdiction will immediately notify eToro if any licence, authorisation, or regulatory permission required for Your Tool is suspended, revoked, restricted, or subject to investigation;
- 12.3. **Prohibited Specific Financial-Services Use Cases.** Without limiting the general provisions specified herein, you must not use the Vibe Coding Environment, the Public API, or any component of the Builders' Economy to:
 - 12.3.1. generate leads for, or direct users towards, any competing financial-services provider, broker, exchange, or investment platform;
 - 12.3.2. populate, distribute, or facilitate enquiries or applications for the products or services of any third-party financial-services provider using data obtained through the Builders' Economy;
 - 12.3.3. act as an aggregator, distributor, or intermediary of investment leads, account applications, or onboarding flows populated with eToro user data or facilitated by the Public API;
 - 12.3.4. develop or operate a comparison tool, ranking service, or benchmarking product that compares eToro's financial products or services against those of any competitor;
 - 12.3.5. imply, directly or indirectly, that eToro endorses, underwrites, guarantees, recommends, or assumes responsibility for Your Tool or for any financial outcome arising from its use;
 - 12.3.6. create, execute, or assist in any strategy that manipulates 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; or (c) entering combinations of transactions intended to manipulate platform data or pricing;

- 12.3.7. circumvent, bypass, or otherwise avoid any suitability or appropriateness assessment, client categorisation rule, product governance obligation, or other regulatory control imposed by eToro's regulated affiliates on the underlying trading platform; or
- 12.3.8. facilitate access to financial instruments, order types, leverage levels, or account features that are restricted for the applicable user under the rules of eToro's regulated affiliates.
- 12.4. **Autonomous Trading Agents.** Where a tool incorporates autonomous agents capable of transmitting trade instructions without real-time human intervention, heightened governance and risk controls are expected. Such tools should include an effective manual override mechanism, be subject to appropriate testing and monitoring, and operate within reasonable risk parameters (e.g., order limits, position caps, rate limiting, and anomaly detection) proportionate to the relevant account and strategy. Adequate records of decision logic, material configuration changes, and manual interventions should be maintained in line with prudent audit and regulatory practices. Any open-source code, libraries, templates, or methodologies made available by eToro are provided for development purposes only and do not constitute investment advice or endorsement. Responsibility for the design, validation, and operation of any trading logic remains solely with you.
- 12.5. **eToro's Right to Restrict.** eToro may, at any time and without liability, suspend, restrict, or revoke access to the Vibe Coding Environment, the Public API, or the App Store if eToro reasonably determines that Your Tool is being used in connection with violation or breach of any applicable law or regulation, or that Your Tool presents regulatory, compliance, or reputational risk to eToro or its regulated affiliates.
- 12.6. **No Regulatory Reliance.** These Terms and eToro's review or acceptance of Your Tool do not constitute regulatory advice, a licence, or a regulatory endorsement by eToro. eToro's review, approval, or acceptance of Your Tool does not relieve you of your independent obligation to obtain and maintain all required regulatory authorisations. You must obtain independent legal and compliance advice as needed.

13. YOUR REPRESENTATIONS

- 13.1. **Representations.** You represent and warrant that:
 - 13.1.1. you have full power and authority to enter into and perform these Terms;
 - 13.1.2. Your Tool and your use of the Vibe Coding Environment will not violate any third-party rights (including intellectual property, privacy, and publicity rights) or any applicable laws or regulations;
 - 13.1.3. all information you provide to eToro — including in any App Store listing, description, or submission — is and will remain true, accurate, complete, and not misleading;
 - 13.1.4. you will not interfere with the operation of eToro's platform, the Builders' Economy, or any third-party network or service used in connection with them;
 - 13.1.5. you are solely responsible for all trading decisions, instructions, positions, and financial outcomes arising from or initiated through Your Tool, whether manually or through automated or AI-enabled functionality; and
 - 13.1.6. where Your Tool is listed on the App Store, you have complied and will continue to comply with all applicable Listing Standards, data-protection requirements, and Publisher obligations set out in these Terms; and
 - 13.1.7. where Your Tool involves or may involve a regulated activity, you have obtained and will maintain all regulatory authorisations required in connection thereof.

14. DISCLAIMERS

THE VIBE CODING ENVIRONMENT, ALL AI-GENERATED OUTPUT, AND ALL RELATED ETORO MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." ETORO DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. ETORO DOES NOT WARRANT THAT THE VIBE CODING ENVIRONMENT WILL OPERATE WITHOUT INTERRUPTION OR ERROR, THAT AI-GENERATED OUTPUT WILL BE CORRECT, SECURE, OR FIT FOR ANY PURPOSE, OR THAT ANY DEFECT WILL BE CORRECTED. ETORO IS NOT RESPONSIBLE FOR THIRD-PARTY HARDWARE, SOFTWARE, OR SERVICES, INCLUDING THIRD-PARTY TOOLS.

15. LIMITATION OF LIABILITY

The limitations of liability set out in the Agreement apply in full to your use of the Vibe Coding Environment. Without limiting those provisions, eToro shall have no liability for any losses, damages, or costs arising from AI-Generated Output, the design or operation of Your Tool, any automated or AI-enabled trading activity, or any suspension, modification, or discontinuation of the Vibe Coding Environment.

16. TERM AND TERMINATION

- 16.1. **Duration.** These Terms commence on your first access to the Vibe Coding Environment and continue until terminated in accordance with the Master Agreement or these Terms.
- 16.2. **Termination by You.** You may terminate these Terms at any time by ceasing all use of the Vibe Coding Environment and notifying eToro.
- 16.3. **Termination by eToro.** eToro may suspend or terminate your access to the Vibe Coding Environment at any time, with immediate effect where eToro reasonably determines that any of the grounds for suspension set out in the Master Agreement are present, or where continued access is inconsistent with platform integrity, security, compliance, or eToro's interests.
- 16.4. **Effect of Termination.** Upon termination you must immediately: (a) cease all use of the Vibe Coding Environment; (b) delete all Access Credentials, Licensed Content, eToro Marks, and confidential information from your systems; (c) delist any Listed Tools developed through the Vibe Coding Environment; and (d) where applicable, provide transition support to affected users as required herein. Termination may cause Your Tool to cease functioning. Provisions that by their nature are intended to survive (including intellectual property, confidentiality, indemnification, limitation of liability, data-deletion obligations, and disclaimers) shall survive termination.

17. MODIFICATIONS

eToro may modify these Terms at any time. Changes required for security, legal, compliance, or risk reasons take effect immediately. All other changes take effect fourteen (14) days after notice is posted through the Vibe Coding Environment or the Builders' Economy documentation. Your continued use after the effective date constitutes acceptance. If you do not agree to any modification, you must stop using the Vibe Coding Environment.

18. GENERAL PROVISIONS

- 18.1 **Entire Agreement.** These Terms, together with the Master Agreement, constitute the entire agreement between you and eToro with respect to the Vibe Coding Environment and supersede all prior understandings and communications on this subject.
- 18.2 **Severability.** If any provision of these Terms is found to be unenforceable, the remaining provisions continue in full force and effect, and the unenforceable provision shall be interpreted to achieve its intended purpose to the maximum extent permitted by law.
- 18.3 **No Waiver.** eToro's failure to enforce any provision of these Terms does not constitute a waiver of that provision or any other provision.
- 18.4 **Assignment.** You may not assign or transfer these Terms, in whole or in part, without eToro's prior written consent. Any purported assignment without such consent is void. eToro may assign or delegate these Terms at its discretion.
- 18.5 **Governing Law.** These Terms are governed by the law specified in the Agreement. Both parties submit to the jurisdiction specified therein.
- 18.6 **No Third-Party Rights.** These Terms do not create any rights enforceable by any person or entity that is not a party to them. They bind successors and permitted assigns.
- 18.7 **Injunctive Relief.** You acknowledge that breach of these Terms may cause irreparable harm to eToro. Accordingly, eToro is entitled to seek injunctive or other equitable relief without proof of actual damage or the posting of any bond, in addition to all other remedies available at law or in equity.

[End of Vibe Coding Environment Supplemental Terms]