

API Terms & Conditions

Schedule - Trading Application Programming Interface Agreement

1. Acceptance of API Terms

1.1. If you use our Application Programming Interface (“API”), a service available through our Site, then this API Agreement (“**APIA**”) will apply to you in addition to our standard Terms of Use (“**TOU**”) and form part of the Agreement between you and the Company.

1.2. To the extent of any inconsistency between this APIA and our TOU, this APIA shall prevail.

2. Risk Disclosures

2.1. This section provides you with basic facts about trading through APIs. Trading through an API increases the risk posed to your account security and may result in the compromise of your account credentials and the loss of funds that you have deposited into your Account. It is important that you fully understand the risks involved in using an API.

2.2. Using an API will allow you to use, access, call, command, query or request the API to take certain actions (a “**Use**”) in relation to your Account for and on your behalf.

2.3. Prior to Using an API, you must verify your identity through an API Key. You will, therefore, be required to create an API Key on our Site. The API Key is a representation, verification, and authentication of your identity to us and is comprised of a public and a private key pair.

2.4. An API Client that uses your API Key can operate the API to give user instructions. When you do so, you are authorising that API Client to send us user instructions on your behalf. Thus, when using an API Client, you should always ensure that the security

of the said client or device from which you access such client, is sufficiently and adequately secure from compromise.

2.5. Certain external service providers may require you to give them your API Key to support convenience services. Giving away your API Key is akin to giving away your login credentials. Giving away your API Key to a third party also means the third-party can and will have access to all your Account details, data, and authority to make and give instructions to our API on your behalf. You should exercise extreme caution in verifying the credibility and reliability of third parties that request for your API Key.

2.6. APIs are subject to certain limitations such as limits for pulling or pushing data. API functions are also limited by the API commands that are available. APIs may also be victim of poor computer engineering and as a result suffer erroneous application or result in compromise.

2.7. You should understand and study the API Documentation that is updated from time to time with the prevailing limitations. These limitations, updates on bugs, addition, amendment, or removal of commands will affect your existing API Client setup. Such changes may altogether affect (if on-going) the functioning of your API and accordingly our services to you.

2.8. We may at times make amendments to the Use of the API without prior notice to you or without updating the API Documentation. This may impact your Use of the API and you therefore understand and accept the risks set out in the Risk Disclosures herein and accept that it is your sole responsibility to keep yourself consistently updated on changes to the API Documentation and or APIA.

3. Definitions and Interpretation

3.1. Capitalised terms used in this APIA that are not defined herein, have the meanings given to them in the Terms of Use:

- **"API"** means an application programming interface that is provided by us.
- **"API Client"** means any software, applications, websites or systems that accesses and Use the APIs on your behalf, and includes any part thereof.

- **“API Key”** means a unique identifier used to authenticate a user, developer, or calling program to the API.
- **“API Limits”** means limitations on the commands (such as the calls and pushes) to and from the API, such limits defined and detailed further in the API Documentation.
- **“API Documentation”** means the technical documentation, usage regulations and guidelines, call volume limits, and other documentation maintained at our developer site located [here](#) which we may amend from time to time without prior notice to you.
- **“Negative Conduct”** has the meaning set forth in Section 6.
- **“Service Data”** means any data, or information within the dataset and content that is given by using the API.
- **“Unauthorised Code”** means any malicious or invalid code, virus, Trojan horse, worm, logic bomb, software routine or hardware components designed to permit unauthorised access, to disable, erase, or otherwise harm software, hardware or data, or to perform any such actions.

4. Disclaimer

4.1. The APIs are provided on an "as is" and "as available" basis. We make no representations or warranties in relation to the APIs, including but not limited to any representation or warranty as to the accuracy, completeness, reliability, service levels, continued availability, timeliness, non-infringement, title, quality, merchantability, or fitness for any particular purpose of the APIs or the Service Data to the fullest extent permitted by the law.

4.2. To the extent permitted by law, we shall not be liable to you or any third party whether in contract, tort (including negligence), restitution, breach of statutory duty or otherwise, for any loss or inaccuracy of data or cost or any indirect, incidental or consequential damages including, but not limited to loss of revenues and loss of profits or any amount arising directly or indirectly from your or any third party's Use of, or inability to Use the APIs, whether such Use was authorized or not. For the avoidance of doubt, you remain liable for any act or omissions of any third-party or API Client that you have authorized to Use the APIs.

4.3. Our provision of APIs does not prevent us from:

- a. developing our own products or services, some of which may offer the same or similar functionalities as your API Client(s); or
- b. modifying any APIs or methods of accessing the APIs at any time without prior notice to you.

5. Grant of API License

5.1. Subject to the terms on Negative Conduct, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable and revocable license under Company's intellectual property rights during the term of this Agreement to use the APIs to develop, test, and support your Use. These terms do not grant you any rights over:

- a. any personal data should any personal data be included or exposed through the APIs, inadvertently or otherwise; and
- b. any intellectual property found in content accessible through the APIs.

6. Negative Conduct

6.1. You represent and warrant that your API Client(s) are free of any Unauthorised Code.

6.2. You or your API Client shall not interfere with or disrupt the API or the servers or networks providing the API.

6.3. You or your API Client shall not exploit or test any vulnerability of the API or servers, inject any unauthorised or malicious scripts, codes, commands, queries, or requests, or introduce any Unauthorised Code through the API.

6.4. You or your API Client shall not use the API or any Service Data in any manner that does or could potentially undermine the security of the services, the API, Service Data or any other data or information stored or transmitted using the Services. In addition, you shall not, and shall not attempt to: (a) interfere with, modify or disable any features, functionality or security controls of the services or the API, (b) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for

the service or the API, (c) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the Services or the API.

6.5. You or your API Client shall not replicate products or services offered by us, including, without limitation, functions or clients on platforms or attempt to compete with or replace the user experience of our products and services.

6.6. You or your API Client may not use or access the API or a service in order to monitor the availability, performance, or functionality of any of the API, the Service Data, a service or for any similar benchmarking purposes.

6.7. You or your API Client shall not, under any circumstances, through your API Client or otherwise, repackage or resell the services, or any part thereof, API or Service Data.

6.8. You or your API Client shall not, under any circumstances, Use the API or Service Data in any way that infringes or misappropriates any intellectual property of any person or that is in violation of applicable laws and regulations.

6.9. You or your API Client shall not commercially exploit the APIs.

7. Use of API and Service Data

7.1. Your right to Use APIs is subject to additional terms, including limitations on Use, found on the individual API Documentations of each API which we may amend from time to time without prior notice to you.

7.2. Your API Key is our sole means of verifying your access to the API. You have read the risk disclosure above and understood the risks in relation to sharing, giving away or losing your API Key to any third-party.

7.3. You are solely responsible for the security of your API Key and any compromise therefrom. We shall not be liable for executing any instructions or commands arising from the use of your API Key by any third-party.

7.4. You agree to immediately notify us upon becoming aware of any unauthorised use of the APIs or the Service Data through your API Key.

7.5. You agree that we may monitor your Use of the API to improve the service, track usage, to ensure compliance with these terms, or for security purposes.

7.6. You agree that we may audit your Use of the API or your API Clients to the extent that we reasonably believe to verify compliance with this APIA and identify security issues that may affect our service or our users. You agree to cooperate with such audits and provide evidence that your Use of the API or your API Clients complies with this APIA. We reserve the right to immediately terminate your access to the API should you refuse to cooperate with such audits or if this audit reveals that the APIs were used in any way that contravene the terms of this APIA or that we deem, in our sole discretion, constitute a security threat to our service or our users.

7.7. You shall not misrepresent or mask your API Client's identity when Using the API. You agree that if you misrepresent or mask your API Client's identity, we reserve the right to limit and restrict your Use of the API without prior notice to you.

7.8. You agree and shall cause your API Client to Use the API in accordance with our published technical and other specifications, including all security requirements and procedures found on our Site.

8. API Documentation

8.1. We may, at our sole discretion, amend the API Documentation at any time without prior notification to you.

8.2. We may, at our sole discretion, amend the API Use without updating the API Documentation and without prior notice to you.

8.3. We may consent in writing (email acceptable) to increase any API Limits, in which case such increased limits shall apply unless and until we revoke such consent (email acceptable) or where there is a change in the API Documentation. In the event of any conflict between the API Documentation and this APIA, this APIA shall prevail.

8.4. We may amend the Use and API Limits where a third party provider verified by your API requests or represents your authority to do so.

9. Indemnity

9.1. You shall indemnify us against all liabilities, damages, costs (including legal costs) and expenses arising directly or indirectly from:

- a. any claim made by a third party in connection with your Use of the APIs;
- b. any system failure or downtime, and/or any lost or damaged data or software, arising from or in connection with your Use of the APIs;
- c. your violation of any rights of another person; or
- d. any claim made by a third party in connection with the third party's Use of your API Client(s) developed using the APIs, or any derived analyses or applications which you have provided.

9.2. All intellectual property rights, title, and interest in and to the APIs and to all output and executables of the APIs subsisting in or used in connection with the APIs are our property. You cannot enforce any intellectual property rights belonging to us in respect of the APIs except with our prior written approval.

10. Suspension or Termination of API Access

10.1. We may terminate this Agreement or suspend your access to the API for any reason whatsoever without prior notice to you. Upon such termination or suspension, you shall immediately stop using the API. We may independently communicate with any relevant third-party, including third-parties to whom you have communicated your API Key, to provide notice of the termination of your right to Use the APIs.

10.2. The Disclaimers and Indemnities sections, and any other provision of these terms which is required to give effect to termination or the consequences of such termination, shall survive the termination of this APIA and our Terms of Use.