



## **API Licence Addendum**

**19 August 2025**

These terms may apply when you use our services for certain activities as described below.

Please read these terms carefully and retain a copy for your reference.

The latest version of these terms are available on our website.



PAYMENTS

## API LICENCE ADDENDUM

Effective from: 19 August 2025

This addendum (**API Addendum**) forms part of and supplements the IFX Corporate IBANQ Terms and Conditions (**IBANQ Terms**). It applies to Clients accessing or using the IFX API.

By accessing or using the IFX API, the Client agrees to accept the terms of this API Addendum.

If there is any conflict between the terms of the API Addendum, the IBANQ Terms or any other terms agreed to in respect of the use of IFX's services (**Terms**), the terms of the API Addendum shall prevail insofar as such conflict relates to using the IFX API.

### 1. DEFINITIONS

1.1 The following definitions apply in this API Addendum:

**"API Credentials"** means the credentials IFX provides to the Client to access the API.

**"API Data"** means any data published or made available through the API, along with any related metadata, except for Client Data.

**"API Documentation"** means the API documentation made available to the Client by IFX regarding use of the IFX API, available at: <https://docs.connect.ibanq.com/>.

**"Application"** means any applications developed by, or on behalf of, the Client to interact with the API.

**"Authorised User"** means the users authorised to access the API on behalf of the Client via the API Credentials.

**"Client Data"** means the content or data made available by the Client via the IFX API.

**"IFX API"** means the application programming interface developed by IFX and/or its affiliates made available to the Client for the purpose of accessing IFX's services with the Client's Application.

**"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

**"Pricing Schedule"** means any applicable pricing schedule agreed to by or on behalf of the Client.

### 2. LICENCE

2.1 Subject to the Client's full compliance with all the terms and conditions set out in this API Addendum and the Terms, IFX grants the Client a limited non-exclusive, revocable, non-sublicensable, non-transferable licence to use the IFX API solely to develop, test and support the Application to integrate with the IFX API for use by the Client's end users in the manner described in this API Addendum and any API Documentation. The Client hereby agrees that all Intellectual Property Rights in and to the IFX API, API Documentation and API Data belongs to IFX.

2.2 All Intellectual Property Rights in and to the Client's data belongs to the Client. The Client grants IFX a royalty-free, perpetual, irrevocable, non-exclusive, transferable licence to use, reproduce, copy, download, view, modify, publish, edit, translate, perform, display and otherwise utilise any data, content or material that the Client provides through the IFX API including end user content or material and any data or analytics generated from the same.

### 3. ACCESS TO API

3.1 The Client must:

- 3.1.1 obtain the API Credentials from IFX to use and access the IFX API;
- 3.1.2 only access the IFX API using the API Credentials provided to the Client by IFX;
- 3.1.3 keep its API Credentials and any log-in information secure and not share the API Credentials with any third parties;
- 3.1.4 be responsible for any use of the IFX API through the API Credentials;
- 3.1.5 ensure that only an Authorised User accesses the IFX API;
- 3.1.6 keep a complete and accurate record of:
  - (a) its end users;
  - (b) its development of the Application;
  - (c) its use of the API and API Data;and produce such records to IFX on request from time to time;
- 3.1.7 notify IFX as soon as it becomes aware of any unauthorised use or suspected

unauthorised use of the IFX API; and

3.1.8 comply with this API Addendum and any documentation relating to the IFX API, IFX's services or the ibanq platform that is provided or made available to the Client online (including but not limited to the API Documentation), terms and conditions applying to IFX's services and all applicable laws and regulations.

3.2 The Client is responsible and liable for all access and use of the IFX API, whether such access or use is permitted by or in breach of this API Addendum, including use with any Application or third-party software. Without limiting the generality of the foregoing, the Client is responsible for all acts and omissions of its Authorised Users and end users in connection with their use of the IFX API, API Data or Application (as applicable). Any act or omission by an end user or Authorised User that would constitute a breach of this API Addendum if taken by the Client will be deemed a breach of this API Addendum by the Client.

3.3 The Client is responsible for:

- 3.3.1 ensuring that the Application and any materials forming part of the Application are determined to be anti-virus, anti-worm, free of any material defects or bugs and are subject to industry standard up-to-date antivirus and anti-worm software;
- 3.3.2 promptly reporting any security deficiencies or bugs in or intrusions to its systems (such as the networks, operating system and software of web server(s), routers, databases, and computer systems) that it discovers in writing to [privacy@ifxpayments.com](mailto:privacy@ifxpayments.com) and cooperating with IFX to immediately correct any security deficiency.

### 4. RESTRICTIONS ON USE

4.1 The Client must not (and must ensure any Authorised Users do not):

- 4.1.1 use the IFX API for any unlawful purpose or activity (including but not limited to fraud, money laundering or terrorism) or to promote any unlawful act;
- 4.1.2 make excessive calls (i.e. more than is necessary) to the IFX API that could overload, disrupt or impair the performance of the IFX API or IFX's systems;
- 4.1.3 conceal, modify, remove, destroy or alter in any way any trade mark, service mark, copyright, proprietary markings and other proprietary notices on or in the IFX API, API Documentation or API Data or any related materials and documentation;
- 4.1.4 use the IFX API or API Data in any manner or for any purpose that infringes, misappropriates, or otherwise infringes any Intellectual Property Rights or other right of any person, or that violates any applicable law;
- 4.1.5 disable, override, or otherwise interfere with any IFX-implemented communications to end users, consent screens, user settings, alerts, warnings, or the like;
- 4.1.6 use the IFX API or API Data to replicate or attempt to replace the user experience of the ibanq platform;
- 4.1.7 attempt to cloak or conceal the Client's identity when requesting authorisation to use the IFX API or making a call to the IFX API;
- 4.1.8 combine or integrate the IFX API or API Data with any software, technology, services, or materials (other than the Application) not approved in advance by IFX, including AI-related technologies, large language or other foundation models;
- 4.1.9 pass or allow access to the IFX API or API Data to any third party;
- 4.1.10 access all or any part of any the IFX API or API Data to build a product and/or service which competes with the IFX API or the goods or services provided by IFX (or any part of it); or
- 4.1.11 commercially exploit, sell, licence or distribute any part of the IFX API, API Data or any products and/or services incorporating the results retrieved using the IFX API or via a call to the IFX API.

### 5. YOUR OBLIGATIONS

5.1 The Client shall pay the charges for use of the IFX API as set out in the relevant Pricing Schedule.

5.2 IFX reserves the right to increase the charges for use of the IFX API on written notice to the Client.

### 6. IFX'S RIGHTS

6.1 IFX reserves the right to:

- 6.1.1 make changes to this API Addendum from time to time. IFX shall provide the Client with at least two (2) weeks' notice of any such changes, unless the changes are required by applicable laws or they are to the Client's advantage. By continuing to use the IFX API, the Client will have accepted the updated API



## PAYMENTS

Addendum. If the Client does not agree to the changes, it must stop using the IFX API and notify IFX of its termination of this API Addendum;

6.1.2 make changes to the IFX API which may include adding, updating or discontinuing any portion or feature or imposing limits on certain features or restricting access to parts of the IFX API. Where a change is likely to effect the Client's use or functionality of the IFX API, IFX will provide notice of this to the Client (unless such change is required by applicable laws);

6.1.3 replace the API Credentials at any time on notice to the Client;

6.1.4 access the Client's IFX API account and monitor its use of the IFX API to ensure it is complying with this API Addendum; and

6.1.5 deny access to the IFX API if the Client does not use the IFX API in accordance with this API Addendum.

6.2 Where feedback regarding the IFX API, the API Documentation or the API Data is provided to IFX by the Client, IFX shall be free to use, disclose, reproduce, distribute, implement in its products or the IFX API and otherwise commercialise any such feedback without obligation or restriction of any kind. The Client hereby waives all rights to be compensated or seek compensation for the feedback and will ensure that any relevant moral rights are waived.

## 7. DISCLAIMERS

7.1 To the maximum extent permitted by law, the Client accepts and agrees that:

7.1.1 the IFX API, API Data and API Documentation is provided on an "as is" basis;

7.1.2 IFX provides no representations or warranties that:

- (a) the IFX API, API Documentation or API Data will meet the Client's requirements; or
- (b) the Client's use of the IFX API will be uninterrupted or free of bugs, errors or defects;

7.1.3 the IFX API may not be compatible with third party software or equipment; and

7.1.4 IFX is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the IFX API and API Data may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## 8. CONFIDENTIALITY

8.1 The Client agrees that:

8.1.1 for the purposes of this API Addendum, the IFX API, API Documentation and API Data shall be considered confidential information;

8.1.2 it shall keep IFX's confidential information confidential and only use it in connection with this API Addendum; and

8.1.3 it will notify IFX of any unauthorised, misuse, disclosure, theft or loss of IFX's confidential information immediately upon becoming aware of it.

8.2 The Client may disclose confidential information: (i) to its employees, officers, contractors and professional advisors for the purpose of complying with the terms of this API Addendum, or (ii) as may be required by law.

8.3 The Client must ensure that its employees, officers, contractors and professional advisors to whom it discloses the confidential information comply with these confidentiality obligations.

8.4 Where the Client is required to disclose the confidential information by law, then (to the extent permitted by applicable law) the Client shall provide prompt notice of this to IFX.

## 9. LIMITATION OF LIABILITY

9.1 IFX accepts no responsibility for any liability that arises in connection with use of the IFX API, including but not limited to:

9.1.1 unavailability or performance issues with the IFX API;

9.1.2 a third party unlawfully obtaining access to the Client's account in order to abuse the IFX API or otherwise use the IFX API in contravention of this API Addendum; or

9.1.3 with the theft of the Client's username or password by unauthorised third parties.

9.2 IFX excludes and limits its liability to the maximum extent permitted by applicable law. Notwithstanding the foregoing, nothing in this API Addendum limits any liability which cannot be legally limited, including for:

9.2.1 death or personal injury caused by negligence;

9.2.2 fraud or fraudulent misrepresentation;

9.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or

9.2.4 any other liability which may not be excluded by law.

9.3 Subject to clauses 9.1 and 9.2, and IFX's total liability to the Client shall not exceed the total charges received by IFX from the Client for use of the IFX API in the preceding 12-month period (from when the damage or liability first arose).

9.4 Subject to clauses 9.1 and 9.2, IFX shall not be liable to the Client for any:

9.4.1 loss of revenue, profits, interest, reputation, anticipated savings;

9.4.2 loss of agreements or contracts;

9.4.3 loss of use or corruption or restitution of software, data or information;

9.4.4 loss of or damage to goodwill; and

9.4.5 indirect, special or consequential damage or loss,

whether or not it has been informed of the possibility of any such liability, loss or damage.

## 10. INDEMNITY

10.1 Without limiting any other rights or remedies IFX may have, the Client shall indemnify IFX against all costs, expenses, damages, liabilities or losses of any nature suffered or incurred by IFX arising out of or in connection with: (i) the Client's use of the IFX API, API Documentation or API Data; (ii) a breach by the Client of any terms of this API Addendum; or (iii) any claim that the Client's Application or use of the IFX API, API Documentation or API Data infringes the Intellectual Property Rights or a third party or breaches applicable laws.

## 11. MISCELLANEOUS

11.1 This API Addendum and any licences to use the IFX API shall terminate automatically if:

11.1.1 the Client fails to comply with or breaches the terms of this API Addendum;

11.1.2 the Client stops using the IFX API and provides notice of this to IFX;

11.1.3 IFX terminates the Client's use of the IFX API on written notice to the Client;

11.1.4 the IBANQ Terms terminate for any reason; or

11.1.5 IFX terminates the Client's access to IFX's services and/or any accounts held by the Client.

11.2 Termination or expiry of this API Addendum shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

11.3 Clauses 2.2, 3-10 (inclusive) and any other provisions expressed or implied to survive will continue even after termination of this API Addendum.

## 12. GOVERNING LAW

12.1 This API Addendum and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this API Addendum or its subject matter or formation.