

API Terms and Conditions

1. Scope of Use

These API Terms and Conditions (“**API Terms**”) govern access to and use of the application programming interface made available by iBanFirst (the “**API**”). By accessing or using the API, you agree to be bound by these API Terms.

These API Terms form an integral part of the General Terms and Conditions of Use of iBanFirst (the “**Terms & Conditions**”). In the event of any conflict or inconsistency between the Terms & Conditions and these API Terms, these API Terms shall prevail in respect of the API.

2. Permitted Access and Use

You may access and use the API solely in accordance with these API Terms, the API Documentation and Applicable Law. You shall not misuse the API, exceed or circumvent technical or security limitations, or allow access to unauthorized third parties.

You remain solely responsible for any use of the API through your systems or credentials.

3. Client Responsibilities

3.1. **Integration and Systems.** You are responsible for configuring, operating and maintaining your own systems and interfaces connecting to the API. You acknowledge that iBanFirst does not control and is not responsible for your systems or their security.

3.2. **API Credentials and Access Control.** You are solely responsible for managing and protecting all API Credentials, keys and tokens. Any access to the API using your credentials shall be deemed authorized by you. You shall immediately revoke and replace any compromised credentials and notify iBanFirst without undue delay.

3.3. **End-User Authentication.** You are solely responsible for authenticating your End Users and for determining and implementing appropriate security measures, including whether to apply strong or multi-factor authentication. iBanFirst does not verify, enforce or monitor your end-user authentication processes and shall not be liable for failures or weaknesses therein.

3.4. **Instructions and Transactions.** You are responsible for ensuring that all instructions and transactions submitted through the API are accurate and properly authorized. iBanFirst may rely on API requests received via your systems without further checks.

4. Data Protection and Security

Each party shall comply with applicable data protection laws. You remain solely responsible for the security of data within your systems and for preventing unauthorized access, fraud or misuse originating from your environment or your End Users.

5. Intellectual Property

All intellectual property rights in and to the API and the API documentation are and shall remain vested in iBanFirst or its licensors. No rights are granted to you other than a limited, non-exclusive, non-transferable and revocable right to use the API in accordance with these API Terms.

You shall not copy, modify, reverse engineer, create derivative works from, or make the API available to unauthorized third parties.

6. Suspension and Availability

The API is provided on an “as is” and “as available” basis. iBanFirst may restrict, suspend or terminate access to the API at any time if your use creates security, legal or operational risks.

7. Limitation of Liability

To the maximum extent permitted by Applicable Law, iBanFirst shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any indirect, incidental, special or consequential loss, including loss of profit, revenue, business, data or anticipated savings, arising out of or in connection with the API or its use.

Without prejudice to the foregoing, iBanFirst shall not be liable for any losses arising from or related to:

- unauthorized access to or use of the API through your systems or credentials;
- your failure to implement adequate authentication, authorization or fraud-prevention measures, including strong or multi-factor authentication;
- cybersecurity incidents, fraud or misuse originating from your environment or your End Users.

Where permitted by Applicable Law, iBanFirst’s aggregate liability in connection with the API shall in all cases be limited to the amount expressly agreed in the Terms & Conditions, or, if no such amount is specified, to zero.

Nothing in these API Terms shall exclude or limit liability that cannot be excluded or limited under Applicable Law.

8. Indemnity

You shall indemnify and hold harmless iBanFirst from and against any claims, losses, damages or liabilities arising from your access to or use of the API, your systems, or the acts or omissions of your End Users.

9. General

These API Terms may be amended from time to time. Continued use of the API constitutes acceptance of any updated version. Governing law and jurisdiction are as set out in the Terms & Conditions.

10. Definitions

“**API Credentials**” means any keys, tokens, certificates, secrets or other credentials issued or used to authenticate access to the API.

“**API Documentation**” means the technical documentation, specifications and guidelines made available by iBanFirst in relation to the API.

“**Applicable Law**” means any applicable laws, regulations, rules, guidelines or regulatory requirements, including those relating to financial services, payments, data protection, anti-money laundering, counter-terrorist financing and sanctions, as in force from time to time.

“**End User**” means any customer or user of the Client that accesses or benefits from iBanFirst services through the Client’s use of the API.

“**Client**”, “**you**” or “**your**” means the legal entity that accesses or uses the API.