

Last modified: March 29, 2017

Welcome To The Gemini API

WELCOME TO THE GEMINI API

Welcome! Thanks for visiting Gemini, a digital asset exchange and custodian operated by and proprietary to Gemini Trust Company, LLC (d/b/a Gemini Exchange, LLC in select jurisdictions, including, MA, ND, OR, SD, VA). By using Gemini’s application programming interface (the “API”) to perform certain transactions on Gemini or access certain information on Gemini (“Gemini Data”), such as transaction history and order book data, you (a “User”, regardless of whether you are an individual or institution) are agreeing to be legally bound by these terms (the “API Agreement”), *so please read them carefully*. If any term in this API Agreement is unacceptable to you, please do not use our API. Use of the words “we” or “our” in this API Agreement refer to Gemini Trust Company, LLC and any or all of its members, managers or affiliates.

ANY USE OF OUR API TO ACCESS GEMINI DATA FOR A PARTICULAR USER ACCOUNT ASSOCIATED WITH A GEMINI ACCOUNT (EACH, A “USER ACCOUNT”) OR TO PERFORM TRANSACTIONS ON GEMINI MUST COMPLY WITH OUR USER AGREEMENT, AVAILABLE AT:

<https://gemini.com/user-agreement>

Our API documentation can be found at:

<https://docs.gemini.com/rest-api>

Authority To Use Our API

Subject to the limitations set forth in this API Agreement, we hereby grant to you a non-assignable and non-exclusive limited, worldwide, royalty-free license to use our API. You may not use our API and may not accept this API Agreement if (a) you are not of legal age to form a binding contract with us, (b) you are a person barred from using or receiving our API under the applicable laws of the United States or other countries

including the country in which you are resident or from which you use our API and c) you disagree with any of the terms herein.

Basic API: We encourage you to use our API to distribute Gemini Data. In this regard, if you want to use our API to access and distribute Gemini Data that is *not* tied to a particular User Account, such as our market data, our transaction history data, and our order book data, you may do so without an API key.

Expanded API: Any request that requires User authentication, access to data particular to a User Account (i.e., account balances, transaction history, or pending orders (collectively, “User Account Data”)), or performance of transactions (such as placing orders) will require a valid API key, as described below.

Advanced Uses: Certain uses of Gemini Data, including but not limited to creating a financial product, will require a Market Data Subscription Agreement. If you want to use our API for a purpose not authorized by this API Agreement, please contact us at support@gemini.com, and we will work with you.

If you want to use our API for a purpose not authorized by this API Agreement, please contact us at support@gemini.com, and we will work with you.

If you are using our API, please complete our API Use Form, available at: <https://geminibitcoin.typeform.com/to/DkKXoD>. This will help us ensure that our API meets your needs.

Expanded API and API Keys

Expanded API requests require a **valid API key**. As a general rule, Expanded API requests involve access to a particular User’s transactions or other account data. Any such requests will also require authentication via an API key. You may register for an API key at:

<https://exchange.gemini.com/settings/api>

In addition to gaining expanded access to increased API functionality, applications with a valid API key are permitted to make more frequent API requests, as described below.

The following chart summarizes the API request types and whether they require an API key (**Expanded API** request) or no key (**Basic API** request):

--

API Feature	API Type
Access Gemini Market Data	Basic
Access Gemini Transaction History	Basic
Access Gemini Order Book Data	Basic
Access User Account Data (i.e., balances, transaction history, pending orders and order status)	Expanded
Perform a Transaction (place buy/sell orders, cancel orders, etc.)	Expanded

API Request Limits

Subject to the terms and conditions set forth in this API Agreement, you are free to request Gemini Data according to these frequencies:

Basic API: Up to one (1) API request per 10 seconds.

Expanded API: Up to one (1) API request per second.

If you require greater access, please contact us at support@gemini.com.

Authorized Access To Our API And Security

You must comply with all of our security measures at all times. If you use our API or enable others to use our API to access User Account Data or transact on Gemini, you must individually authenticate each User for each user session using the requisite Gemini security requirements, such as a valid API key.

Your User Account login credentials and forms of multi-factor authentication, where applicable, have been chosen by you and allow you to access Gemini and the services we provide. ***You, therefore, agree to keep your User Account login credentials, forms of multi-factor authentication, and any of your API keys confidential and separate from each other, as well as separate from any other information or documents relating to your associated Gemini Account.*** You also agree to be solely responsible for maintaining

the security of your User Account login credentials, forms of multi-factor authentication, and your API keys.

YOU AGREE TO ACCEPT RESPONSIBILITY FOR ANY CHARGES OR LOSSES CAUSED AS A RESULT OF, OR IN CONNECTION WITH, AN ORDER OR WITHDRAWAL REQUEST TRANSMITTED THROUGH OUR API USING AN API KEY AND REQUIRED CREDENTIALS AND FORMS OF AUTHENTICATION ASSOCIATED WITH YOUR USER ACCOUNT OR GEMINI ACCOUNT.

IF YOU BELIEVE YOUR API KEY, USER ACCOUNT OR ANY OTHER ACCOUNT ASSOCIATED WITH THE SAME GEMINI ACCOUNT HAS BEEN COMPROMISED, IT IS YOUR RESPONSIBILITY TO NOTIFY US IMMEDIATELY AT support@gemini.com.

Attribution

If you display Gemini Data on any materials (paper or electronic, including websites), we request appropriate attribution. This makes it clear to viewers that the Gemini Data was obtained from Gemini. Attribution should be visible along with the Gemini Data.

Recommended forms of appropriate attribution:

1. Including the phrase “Data provided by Gemini”; and
2. Including a link to gemini.com.

We encourage you to use Gemini Data to calculate financial metrics or indices so long as you indicate that the metrics or indices include data from Gemini.

Proprietary Data

By using our API, you agree and acknowledge that Gemini, our API, and any Gemini Data accessed using our API is proprietary to us and is protected by applicable intellectual property laws. You may not sell or offer for sale any Gemini Data. Gemini Data may be used only for your personal, non-commercial purposes.

API Termination

We may discontinue, terminate, suspend, or change any aspect of our API, or its availability to you, at any time without notice.

Disclaimer of Warranties And Liability

As used herein, “Digital Asset” means a digital asset (also called a “cryptocurrency,” “virtual currency,” “digital currency,” or “digital commodity”), such as bitcoin or ether, which is based on the cryptographic protocol of a computer network that may be (i) centralized or decentralized, (ii) closed or open-source, and (iii) used as a medium of exchange and/or store of value. We are not giving investment advice, tax advice, legal advice, or other professional advice by allowing you to use our API, and we do not recommend, or endorse that you purchase or sell Digital Assets or any other asset or make any investment. Before engaging in any trading or investment activity, you should consult a qualified professional.

THE SERVICES THAT WE PROVIDE THROUGH GEMINI, INCLUDING OUR API, ARE PROVIDED TO YOU ON A STRICTLY “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS. WE DO NOT REPRESENT OR WARRANT TO THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF GEMINI OR THE INFORMATION CONTAINED THEREIN OR SERVICES CONTAINED THEREON. WE SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY RESULTING DIRECTLY OR INDIRECTLY FROM YOUR USE OF OUR API OR ANY SERVICES PROVIDED BY US, INCLUDING ANY LOSS CAUSED IN WHOLE OR PART BY ANY INACCURACIES OR INCOMPLETENESS, DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM THE NEGLIGENCE OF US OR CONTINGENCIES BEYOND OUR CONTROL IN PROCURING, COMPILING, INTERPRETING, COMPUTING, REPORTING, OR DELIVERING GEMINI, OUR API, THE SERVICES THEREON OR THE INFORMATION THEREIN OR IN PROVIDING DATA AND RECEIVING TRANSACTION REQUESTS THROUGH OUR API. NEITHER THE GEMINI TRUST COMPANY, LLC NOR ANY OF ITS AFFILIATES, AGENTS, OR LICENSORS SHALL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY RESULTING DIRECTLY OR INDIRECTLY FROM USE OF ANY THIRD-PARTY SOFTWARE THAT ACCESSES GEMINI DATA OR PERFORMS TRANSACTIONS ON GEMINI USING OUR API. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON, OR IN CONNECTION WITH YOUR USE OF GEMINI, OUR API, THE SERVICES THEREON OR THE INFORMATION THEREIN.

IN NO EVENT WILL WE BE LIABLE TO YOU, WHETHER IN CONTRACT OR TORT, FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR

ANY OTHER DAMAGES OF ANY KIND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A USER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. WE CANNOT AND DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO GEMINI OR OUR API.

Third Party Information Accuracy And Usage

An information provider is any company or person who directly or indirectly provides us with information ("Information Provider"). Such information could include overall market data, quotations from other exchanges, markets, dealers and/or miners of Digital Assets. The third party information we may provide through Gemini or our API has been obtained from Information Providers and sources we believe are reliable, however, we cannot guarantee that this information is accurate, complete, timely, or in the correct order. The information belongs to the Information Providers. You may use this information only for your own benefit. You may not reproduce, sell, distribute, circulate or commercially exploit it in any way or provide it to any other person without our consent in writing or the consent of the Information Providers, if needed.

Additional Terms

This API Agreement, your use of Gemini and/or our API, your rights and obligations, and all actions contemplated by, arising out of or related to this API Agreement shall be governed by the laws of the State of New York, as if this API Agreement are a contract wholly entered into and wholly performed within the State of New York. **YOU AGREE THAT ALL TRANSMISSIONS OF OUR API OR THE PROVISION OF DATA AND TRANSACTION REQUESTS THROUGH OUR API CONTEMPLATED ACCORDING TO THE TERMS OF THIS API AGREEMENT SHALL BE DEEMED TO HAVE OCCURRED IN THE STATE OF NEW YORK AND BE SUBJECT TO THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.**

Any controversy, claim or dispute arising out of or relating to this API Agreement or the breach thereof shall be settled solely and exclusively by binding arbitration held in New

York, New York, administered by JAMS and conducted in English. You expressly agree that any dispute about the scope of this API Agreement to arbitrate and/or the arbitrability of any particular dispute shall be resolved in arbitration in accordance with this section. In the event that you threaten to litigate a dispute in court, we may institute arbitration to enjoin you from filing a complaint or petition in court; provided, however, that we may, without inconsistency with this arbitration provision, apply to any court for a preliminary remedy, i.e., equitable or injunctive relief, or to seek enforcement of the arbitral award. You expressly agree that an arbitrator may issue all appropriate declaratory and injunctive relief necessary to ensure the arbitration of disputes. Any such arbitration shall be conducted in accordance with the then prevailing JAMS Streamlined Arbitration Rules & Procedures, with the following exceptions to such rules if in conflict:

- a. One arbitrator shall be chosen by JAMS;
- b. Any arbitration must be commenced within one (1) year after the claim or cause of action arises;
- c. Each party to the arbitration will pay an equal share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and
- d. Arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such party. You agree to bear your own attorney's fees, costs, and expenses. You agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims, or disputes shall be settled in this manner in lieu of any action at law or equity; provided, that, nothing in this subsection shall be construed as precluding us from bringing an action for injunctive or equitable relief. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE OR IF WE SEEK INJUNCTIVE OR EQUITABLE RELIEF THEN YOU:
 - i. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS API AGREEMENT OR ANY OTHER MATTER INVOLVING US HERETO, AND
 - ii. SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS LOCATED IN NEW YORK COUNTY, NEW YORK AND YOU

AGREE NOT TO INSTITUTE ANY SUCH ACTION OR PROCEEDING IN ANY OTHER COURT IN ANY OTHER JURISDICTION.

You irrevocably and unconditionally waive any objection that you may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this API Agreement in the federal or state courts located in the State of New York.

You agree to arbitrate solely on an individual basis, and that this API Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one User's claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of these arbitration provisions in this API Agreement will remain in full force and effect.

You agree that this section of this API Agreement has been included to rapidly and inexpensively resolve any disputes with respect to the matters described herein, and that this section shall be grounds for dismissal of any court action commenced by you with respect to a dispute arising out of such matters.

A printed version of this API Agreement shall be admissible in judicial or administrative proceedings.

Section headings in this API Agreement are for convenience only, and do not govern the meaning or interpretation of any provision of this API Agreement.

Notwithstanding any other provision of this API Agreement, any translation of this API Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to their definitions and interpretations in the English language.

Questions

If you have any questions or would like more information about our API, please feel free to contact us at support@gemini.com.

API Agreement Archive

August 10, 2015

December 1, 2016

March 29, 2017



© Copyright 2017 Gemini Trust Company, LLC.