

Business partners' terms and conditions

# **Application programming interface (API) users**

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# Application programming interface (API) users

Here you will find the terms and conditions that relate specifically to our API users. These terms and conditions should be read in conjunction with the [General terms of use for our business partners](#) (together the “Terms”).

## 1. API users' obligations

- 1.1. As long as you follow the Terms, we grant you a limited, non-exclusive, non-assignable, non-transferable, terminable licence to use our API to develop, test, and support a software application, website, or product that you create or a service that you offer (an “Application”) and let your customers use your integration of our API within your Application.
- 1.2. You agree that you will not do the following:
  - 1.2.1. Sublicense any of the rights granted under the Terms, other than those that are expressly permitted by the Terms
  - 1.2.2. Use or reproduce our API other than in the cases that are expressly permitted by the Terms
  - 1.2.3. Use our API for any purpose that violates any law or regulation or any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality
  - 1.2.4. Use our API in any manner inconsistent with the Terms
- 1.3. Our API has usage limits to prevent abuse and/or repurposing of our API. These usage limits may be changed without notice. If you consistently exceed the usage limit or otherwise abuse the service, we may block your access to our API.

## 2. Storage of content

- 2.1. You are not allowed to store any content (such as feed data) that either derives or originates from our website or is accessed via our API.
- 2.2. You may store the Application-specific alphanumeric user IDs provided (API tokens) or the authentication tokens provided via Open Authorisation Standard (OAuth tokens).
- 2.3. You may cache any content that is either from our website or is accessed via our API for up to 24 hours from a request for that content through our API.
- 2.4. In the event of termination of our relationship for any reason, you must permanently delete all content that either derives or originates from our website or is accessed via our API, except when doing so would cause you to violate any law or obligation imposed by a governmental authority.

### 3. Ownership

#### 3.1. Our property

- 3.1.1. We own all rights, title, and interest, including all intellectual property rights, to our API and all elements, components, and executables of our API, and we do not grant you any right, title, or interest to our API save as provided for by the licence granted under the Terms.
- 3.1.2. Your use of our API will not give you any intellectual property rights that belong to us or any title or ownership interest in those rights. Our trading platform is protected under patent and trademark, and our websites, including their content, is protected by copyright laws and will remain our exclusive property.
- 3.1.3. You will not, at any time, contest or assist any third party in contesting our rights to our API or any other intellectual property provided in the Terms.
- 3.1.4. You agree to take such actions as we may reasonably request to protect our rights to our API
- 3.1.5. You acknowledge that we may continue to make changes to and enhance our API and that those changes and enhancements will be owned by us. You assign and transfer to us all of your rights, title, and interest to any modifications or derivative works of our API created by or for you, regardless of whether they were created in accordance with the Terms. Such assignment is effective upon the creation of these modifications or derivative works and shall include, without limitation, all rights under any intellectual property laws, including copyright.
- 3.1.6. You shall not take any action to jeopardise, limit, or share in any manner with any third party our ownership of our API and our rights to it or any of its derivative works or updates.
- 3.1.7. Any parts or mechanics of any system or API program derived from our API or our business practices, and any associated rights, or title, or interest in, including all intellectual property rights shall belong solely to us.

#### 3.2. Your Property

- 3.2.1. We claim no ownership over your Application except to the extent that your Application uses our API.
- 3.2.2. You grant us a royalty-free, non-exclusive, worldwide, and irrevocable right, under all of your intellectual property rights, to do the following:
  - 3.2.2.1. Publish your name and logo (with or without a link to your Application) on our website, in press releases, and in promotional materials without your additional consent.
  - 3.2.2.2. Use, perform, and display your Application and its content for any marketing or demonstration purposes.
  - 3.2.2.3. Make your Application available to our clients.
  - 3.2.2.4. Direct our clients to your Application by linking to it.

#### 3.3. Contributions to our API

- 3.3.1. By submitting suggestions or other feedback regarding our API to us (the "Contributions"), you agree to the following:

- 3.3.1.1. We are not under any obligation of confidentiality with respect to your Contributions.
  - 3.3.1.2. We may use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, and in any media worldwide.
  - 3.3.1.3. You irrevocably and non-exclusively give us the rights to use your Contributions in any way we may be inclined.
  - 3.3.1.4. You are not entitled to any compensation or reimbursement of any kind from us under any circumstances.
- 3.4. Revisions to our API
  - 3.4.1. We may release subsequent versions of our API and require that you use those subsequent versions. Your continued use of the APIs following a subsequent release will be considered as your acceptance of modifications.
  - 3.4.2. You shall stop using all prior versions of our API in favour of our revised API.
  - 3.4.3. We may change, suspend, terminate, or discontinue any aspect of our API, including the availability of any services, information, features, or functions accessible by means of our API. We shall endeavour to inform you of such changes, suspension, termination, or discontinuation on no less than 7 days' advance notice on our Telegram channels and Vanilla forum.
  - 3.4.4. While it is our intention that our revised API shall be backward compatible with the immediately prior version of our API, we do not guarantee this, and will not be liable to you in any way for any failure of our revised API to be backward compatible with any prior version of our API.

## 4. Warranties and limitations of liability

- 4.1. You warrant that you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute your Application, excluding the content that either derives or originates from our website or is accessed via our API.
- 4.2. You use our API at your own risk. You assume full responsibility and risk of any loss you may suffer as a result of using or accessing our API.
- 4.3. Except for the cases when any applicable law or regulation holds us liable, the following are valid:
  - 4.3.1. We are not liable for any kind of loss or damage due to information or prices getting published on or provided through our API or any errors or omissions of or in our API.
  - 4.3.2. We shall have no liability arising from orders, investment decisions, or purchases of third-party goods or services (including financial instruments and currency) based on information published on or provided through our API.
  - 4.3.3. We, our directors, or our employees shall not be liable under the Terms to you or any third party under any circumstances whatsoever for any indirect, special, incidental, punitive, or consequential loss or damage or any other similar damages that are directly or indirectly attributable to the use of our API or the inability to use it or its content, even if we have been informed of such a possibility, and no such liability shall be possible under any theory of liability (whether in contract, tort, strict liability, or otherwise).

## 5. Disclaimers

### 5.1. Warranty disclaimer

- 5.1.1. We provide our API on an 'as is' and 'as available' basis with no warranties, either expressed or implied, of any kind. To the fullest extent permissible under applicable law, we disclaim any and all warranties and representations, including without limitation any implied warranty of merchantability, fitness for a particular purpose, title, accuracy of data, and non-infringement of any right.
- 5.1.2. We do not guarantee that our API will function without interruption or errors. In particular, the operation of our API may be interrupted for reasons that include, but may not be limited to, maintenance, updates, or system or network failures. We disclaim any and all liability for any damages caused by any interruption or errors in functioning.
- 5.1.3. We disclaim all liability for any malfunctioning, impossibility of access, or poor usage conditions of our API due to inappropriate equipment, disturbances related to internet service providers, the saturation of the internet network, or any other reason whatsoever.

### 5.2. Security disclaimer

- 5.2.1. You agree that only you are responsible for the control, operation, and security of any transactions and communications made through access to or use of our API.
- 5.2.2. There are risks involved with using an internet-based deal execution trading system, which include but are not limited to the failure of hardware, software, and internet connections. We do not control signal power, its reception or routing via the internet, the configuration of your equipment, or the reliability of its connection. We shall not be held responsible for any communication failures, disruptions, errors, distortions, or delays that you may experience when trading via the internet using our API.

## 6. Indemnification

- 6.1. The following shall be your responsibility alone, and you shall indemnify and hold us free and harmless from any and all third-party claims, damages, or lawsuits (including, but not limited to, any consequential losses, loss of profit, and our reasonable legal costs and expenses if applicable) arising from the following:
  - 6.1.1. Any failure on your part to maintain the security of any security devices or procedures that are used in or in association with our API
  - 6.1.2. The use, operation, or combination of the API, data, equipment, or documentation that are ours with those that do not belong to us that result in liability.
  - 6.1.3. Any third-party claims arising out of, or relating to, your use of, or inability to use, our API

## 7. Security

- 7.1. If you discover any security deficiencies in, or intrusions into, your Application, you must promptly report it to us, by raising a discussion thread on Vanilla Community, which is part of our developer site, or by emailing [api-support@deriv.com](mailto:api-support@deriv.com).

- 7.2. You will work with us to immediately correct any security deficiency and will immediately disconnect any intrusions or intruders.
- 7.3. If any security deficiency or intrusion involving the Application, APIs, or the content that is on our website or is accessible via API occurs, you will make no public statements (e.g. through the press, blogs, social media, bulletin boards, etc.) without our prior written and express permission in each instance.

## **8. Termination**

- 8.1. At any time and for any reason or no reason, we, in our sole discretion, may terminate your use of our API, in accordance with the Terms, without notice.
- 8.2. In addition to the cases mentioned herein, if, in our sole discretion, we deem your use of our API to be harmful to our trading platform, we may suspend or terminate your use of our API without notice.
- 8.3. Upon expiration or termination, for whatever reason, all rights and licences granted to you in the Terms, including the use of our API, shall immediately terminate. You agree to promptly cease all further use of our API.

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