

API Terms and Conditions

Last updated: 12 April 2021

1. API Terms and Conditions

- a. **Accepting this Agreement.** These are the terms and conditions on which we provide access to our Wise API to you. Access to the Wise API is subject to your acceptance of and compliance with this Agreement and the Wise API Documentation. You may be subject to due diligence by Wise prior to and during the term of this Agreement, following which Wise may terminate this Agreement in the event of a failure to meet Wise's requirements.
- b. **Authority.** You represent and warrant that you have authority to enter into this Agreement.
- c. **Permitted Access.** You will only access (or attempt to access) the Wise API by the means described in the Wise API Documentation and this Agreement. You and your Representatives will not misrepresent or mask your identity when using the Wise API. You will require your Representatives who may use Wise API on your behalf to agree to and comply with (and not knowingly enable them to violate) Applicable Laws and the terms of this Agreement. You shall bear full responsibility for the acts of all persons who may use Wise API or access API Credentials on your behalf. Wise has the right to reject the access or use of the Wise API by any Representative.
- d. **Consent of Mutual Customer.** You must comply with Applicable Law when accessing the Wise Account and Wise Data of a Mutual Customer, including obtaining the explicit consent of the Mutual Customer prior to such access. You may only use the Wise Services as instructed by the Mutual Customers and to the extent permitted by Applicable Law.

2. Your Responsibilities.

- a. **Arrangements for use.** You are responsible for configuring your systems, including your information technology, computer programmes and platform, in order for you and the Mutual Customers to access the Wise Services. You acknowledge and agree that you are solely responsible for the nature and quality of your products or services, and for delivery and support you provide to Mutual Customers.
- b. **Information to Mutual Customers.** You shall ensure that your interface has the ability to transmit data required by Wise in order for (a) Mutual Customers to apply for a Wise account; (b) Mutual Customers to create Transfers, with information requested by Wise to effect the Transfer; (c) Mutual Customers to request Wise fund the Transfer from the Mutual Customer's electronic money account with Wise, if they elect to do so; and (d) Wise or its affiliates to comply with Strong Customer Authentication requirements, as applicable to your customers and the Wise Services they request. You shall be responsible for any errors in the content and transmission of such information.
- c. **Mutual Customer Fees.** All Wise fees must be presented to the Mutual Customer in a clear and transparent manner so that the Mutual Customer is at all times clear as to the fees that they pay per Transfer. You may not mix Wise fees with your own. We may require you to change the way you communicate or present your fees to the Mutual Customers, if in our opinion, you have not complied with this provision or Applicable Law.
- d. **Compliance and Licences.** You shall obtain and maintain all necessary licences and consents and comply with all Applicable Laws in connection with this Agreement and your use of the Wise Services. You acknowledge that in entering into this Agreement you have not relied upon any statements, assurances, undertakings or representations made by Wise or its affiliates in relation to the subject matter of this Agreement, other than those which are expressly in this Agreement.

- e. **Co-operation.** You may not use the Wise API for any purpose, function, or feature not described in the API Documentation or otherwise communicated to you by us. You shall cooperate in all matters relating to the Wise Services and shall make reasonable efforts to promptly respond to any requests from Wise.

3. Data Protection and Security

- a. Each party will comply with all applicable data protection laws in performing their obligations and exercising their rights under this Agreement.
- b. Each party has implemented reasonable information security practices regarding the protection of personal data and any tokens, including administrative, technical and physical security processes.
- c. Each Party is independently responsible for keeping their respective account details the Mutual Customer's account details, including any tokens and passwords, for the Wise Services confidential and secure and will ensure that only the appropriately authorised personnel have access to account details and passwords.
- d. You will use the same degree of care as you use with regard to the security of your own data and computer systems (but in no event less than a reasonable degree of care) to prevent any unauthorised access to, or use of, the Wise Services. In the event of any unauthorised access or use of your API Credentials or any other breach of security, you will promptly notify Wise. You will be fully responsible for any loss or damage suffered by Wise, directly or indirectly, as a result of any breach of this provision.
- e. You should use your own virus protection software. We cannot guarantee that the Wise Services will be free from bugs, virus or similar.
- f. Each party is solely responsible for the security of any data on its website, its servers, in its possession, or that it is otherwise authorised to access or handle. You shall comply with Applicable Laws when handling or maintaining data and will provide evidence of compliance to Wise upon written request. If you do not provide evidence of such compliance to our satisfaction within 30 days of such request, we may suspend your access to Wise Services or terminate this Agreement; provided.
- g. For the duration of this Agreement, each party will obtain and keep in force insurance policies covering the provision of services to its customers, including appropriate professional liability insurance and data security insurance.

4. Compliance with the Applicable Law.

- a. We may refuse, condition, or suspend your access to the Wise Services with immediate effect if we suspect, acting reasonably, that (i) you have violated this Applicable Law, this Agreement, Wise Terms or any other agreement you may have with us; (ii) your use or the Mutual Customer's use of the Wise Services are unauthorized, fraudulent or illegal; or (iii) that expose you, Wise, or others to risks unacceptable to Wise.
- b. If we reasonably suspect that you are using or have used the Wise Services for unauthorised, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, the Mutual Customers, and their Transfers.

5. Usage and Limits.

- a. Wise may set a limit on your Wise API usage based on, among other things, the total monthly Transfer volume or the monthly total number of Transfers, generated from the accounts under management by your API Credentials.

- b. Wise will provide prior written notice of any such limits on the Wise API usage, and you will have thirty (30) days to cure any excessive use of the usage limit.
- c. You shall not attempt to exceed such restrictions imposed under this Agreement.

6. Brand Features.

- a. Except where expressly stated, this Agreement does not grant to either party any right, title, or interest in or to the other party's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features of the other party.
- b. For the duration of this Agreement, Wise grants you a limited, non-exclusive, non-transferable, revocable license to use our corporate name, regular logo, tradenames and trademarks in your advertising and in your communications with Mutual Customers solely for the purpose of identifying Wise's Services. You must follow our brand guidelines set out in <https://brand.Wise.com>.
- c. You agree that Wise may include your corporate name, regular logo, tradenames and trademarks in its lists of current or former partners on its website and in promotional, marketing and sales materials.

7. No Implied Rights.

- a. This Agreement does not grant either party any intellectual property or other proprietary rights.
- b. As between the Parties, Wise and its applicable licensors retain all intellectual property rights (including without limitation all patent, trademark, copyright, and other proprietary rights) in and to the Wise API, the Wise Services, all Wise websites, and all Wise products and services, and any improvements to or derivative works created thereof.
- c. All license rights granted in this Agreement are not sublicensable, transferable, or assignable unless otherwise expressly stated in this Agreement.
- d. You hereby release and covenant not to sue Wise and its affiliates and any of its or their licensees, assigns, or successors, for any and all damages, liabilities, causes of action, judgments, and claims (i) pertaining to any intellectual property you develop that is based on, uses, or relates to the Wise API; and (ii) which otherwise may arise in connection with your use of, reliance on, or reference to the Wise API.

8. Wise Warranties.

- a. We provides the Wise Services and the Wise API "as is" and "as available", and specifically disclaim all conditions, warranties, representations, undertakings of any kind (or other terms which might have effect between the parties with respect to the Wise Services), express or implied, arising out of or related to this Agreement, including without limitation, any implied conditions, warranties, undertakings or other terms relating to marketability, fitness for a particular purpose, or arising from course of dealing or course of performance, each of which is hereby excluded by agreement of the parties.
- b. We will use reasonably efforts to make sure that the Wise API is available to you at all times. However, we do not guarantee that the Wise API will always be available or uninterrupted as such programs are inherently subject to potential interruptions, including scheduled and unscheduled maintenance.
- c. We will not be liable to you if for any reason the Wise Services or the Wise API is unavailable at any time or for any period.

- d. If Wise's performance of our obligations under this Agreement is prevented or delayed by any act or omission by you or a Mutual Customer, then, without prejudice to any other right or remedy we may have, we will not be responsible for any delays or failure to provide our services.

9. Developer Warranties.

- a. Developer represents and warrants that, to its knowledge:
 - i. it has not falsely identified itself nor provided any false information to gain access to Wise Services;
 - ii. it does not infringe the intellectual property rights or privacy rights of any third party; and
 - iii. it has obtained all necessary consents and licenses, including all authorisations, consents and approvals required under Applicable Law to conduct the business relevant to this Agreement.

10. Limitation of Liability.

- a. Nothing in this Agreement shall limit either party's liability for any liability which cannot be limited or excluded by Applicable Law.
- b. Subject to Clause 10(a), Wise shall not be liable to you whether in contract, tort (including negligence), breach of statutory duty, equity, misrepresentation (whether innocent or negligent), restitution or otherwise for any and all loss of profit, loss of use of money, loss of revenue, loss of contracts, increased costs and expenses, wasted expenditure and all indirect, incidental, consequential, special, punitive or exemplary damages, even if Wise has knowledge of the possibility of such damages arising from or related to this Agreement provided.
- c. Subject to Clause 10(a), you acknowledge and agree that Wise shall have no liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement.
- d. The Wise API is made available primarily as a convenience to allow Mutual Customers to make payments from your platform and as such you agree that the disclaimers and limitations of liability in this Agreement (including without limitation this Clause and Clause 11) are essential elements of this Agreement.

11. Indemnification.

- a. Subject to all exclusions, limitations of liability and other indemnification provisions set forth in this Agreement, you shall defend, indemnify and hold harmless Wise and its affiliates (and their respective successors and assigns), directors, officers and employees against any liabilities, judgements, awards, damages, losses, costs, fees (including legal fees reasonably incurred), and expenses relating to any allegation or third-party legal proceeding (any and all of which are "**Claims**") arising out of or related to any:
 - (i) act or omission by you or the Mutual Customer in using Wise Services, or
 - (ii) violation of this Agreement, Applicable Law, Wise Terms or any other agreement you may have with us by you or the Mutual Customer, or
 - (iii) development, operation, maintenance, use and contents of a Wise API Client, including but not limited to any infringement of any third-party proprietary rights or breach of this Agreement.
- b. In case a Claim is brought against Wise in connection with this Agreement, subject to Applicable Law and at our option, we will assume control of the defence and settlement of any Claim subject to indemnification by you. You will provide reasonable cooperation to Wise in the defence and

settlement of such claim at your expense, and in no event will you settle any such Claim without Wise's prior written consent.

12. Licence and Licence Restrictions.

Wise grants you a non-transferable non-exclusive right while this Agreement is in effect to use and permit the Mutual Customer to use the Wise API to the extent necessary for you to offer the services to the Mutual Customer.

You shall:

- a. not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Wise API or the Documentation. You shall use API Credentials and Wise API in accordance with this Agreement, instructions provided by Wise and Wise API Documentation, which may be modified by Wise from time to time.
- b. not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Wise API.
- c. not access all or any part of the Wise API in order to build a product or service not expressly contemplated by this Agreement or otherwise agreed between the parties.
- d. not license, sublicense, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Wise API, API Credentials or Wise Documentation available to any third party. You shall maintain up-to-date list of Representatives who have access to the API Credentials.
- e. not allow unauthorised third parties, including, but not limited to entities or persons with whom Wise does not have direct client relationship, to use the Wise API or benefit from the use of the Wise API.
- f. only use the endpoints and API requests that are specifically referred to in the API Documentation and tutorials.
- g. not use the Wise API to store or transmit infringing, obscene, libellous or otherwise unlawful or tortious material, or to store or transmit material in violation of third party intellectual property or privacy rights.
- h. not use the Wise API to store or transmit malicious code in any way.
- i. not perform an action with the intent of introducing to the Wise Services or the Wise API any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
- j. not interfere with, damage or disrupt the integrity or performance of the Wise Services or Wise API.
- k. not attempt to gain or assist third parties to gain unauthorised access to Wise Services or their related systems or networks.

13. Prohibited Business Activity.

- a. The Wise API shall not be used to make Transfers in contravention of Wise Terms.
- b. You will promptly notify Wise if you become aware or suspect of any Mutual Customer using the Wise Services in violation of the Wise Terms, including our acceptable use policy and, at Wise's direction, immediately prohibit access by that Mutual Customer of their Wise Account through your platform via the Wise API.
- c. Upon reasonable belief that there is a material breach of this Agreement or violation of the Wise Terms, with thirty (30) days' advance written notice, regulators (if they so request) and Wise may inspect your Wise API Client user interfaces and monitor and audit Wise API activity, for the purpose of ensuring quality and enforcing compliance with this Agreement, Applicable Laws, Wise API Agreement and the Wise Terms. You will not try to interfere with such inspection, monitoring, or auditing, or otherwise obscure your Wise API activity. Wise may use any technical means necessary

to overcome such interference. If requested by Wise, you shall send call logs to Wise within a commercially reasonable amount of time.

14. Confidentiality.

- a. You must maintain Confidential Information in confidence and must not disclose it to third parties or use it for any purpose other than as necessary and required to perform your obligations under this Agreement.
- b. In the event that Confidential Information is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, you shall immediately notify Wise and use reasonable efforts to obtain confidential treatment or a protection order of any disclosed Confidential Information.

15. Modification.

- a. Wise may change or modify this Agreement, the API Documentation, protocols, or methods of access from time to time without notice provided that such changes (1) do not have a materially adverse impact on the Wise Services or the Mutual Customer, or (2) do not materially affect the rights, remedies and obligations contained within this Agreement, or (3) required by Applicable Law. Such changes will come into effect immediately.
- b. Wise may change this Agreement by providing at least 30 days' prior notice in situations that are not covered by Clause 15 (a). You can terminate this Agreement immediately by providing a written notice to Wise during the notice period. If no written notice is received from you during the notice period, you will be considered as having accepted the proposed changes and they will apply from the effective date specified on the notice.

16. Termination.

- a. Wise may terminate this Agreement or discontinue the Wise API or any portion or feature thereof for any reason with at least thirty (30) days written notice.
- b. It is solely your responsibility at all times to back-up your data and to be prepared to manage your accounts and conduct your business without access to the Wise API.
- c. Upon any termination or notice of any discontinuance, you must immediately stop and thereafter desist from using the Wise API developing Wise API Clients and delete all Wise Data in your possession or control (including without limitation from your Wise API Client and your servers), to the extent permissible by Applicable Law.
- d. Without prejudice to any other rights or remedies to which the parties may be entitled either party may terminate this Agreement (in whole or part) without liability to the other at any time with immediate effect by giving written notice if the other party:
 - i. is in material breach of any of its obligations under this Agreement and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days following notice of the breach;
 - ii. becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, which is not fully stayed within ten (10) days or is not dismissed or vacated within forty-five (45) days after filing;
 - iii. is dissolved or liquidated or takes any corporate action for such purpose;
 - iv. has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;

or

- v. is subject to any analogous event or proceeding in any applicable jurisdiction.
- e. In addition to the termination rights set out above and without prejudice to any other rights or remedies to which it may be entitled, Wise may terminate this Agreement (in whole or part) without liability to Developer at any time with immediate effect by giving written notice if Wise is required to do so under Applicable Law, or if there is a withdrawal or termination of any license, permission or authorization required to carry out the services under this Agreement, or where you or your interface prevent or restrict Wise's or its affiliates' ability to complying with Applicable Law, Strong Customer Authentication requirements, or any other requirements applicable to Wise.
- f. The provisions of Clauses 1, 2, 3, 4 and 7 to 18 will survive any termination of this Agreement and will continue to bind you in accordance with their terms.
- g. In addition, subject to Clause 11, upon termination you understand and agree that all licences granted to you under this Agreement will cease.

17. Miscellaneous.

- a. **No Waiver of Rights.** Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by Applicable Law shall not constitute a waiver of that or any other right or remedy by either party to this Agreement nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- b. **Notices.** You agree that we can provide notices regarding this Agreement (including in relation to modification of this Agreement), Wise Services to you through our website or the API Documentation. Notices may include notifications about your Wise API access, changes to the Wise Services, or other information we are required to provide to you. We will consider a notice to have been received by you within 24 hours of the time a notice is either posted to our website or emailed to you.
- c. **No Assignment Without Consent.** Except as otherwise provided in this Agreement, you may not assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement without consent of the other party (which shall not be unreasonably withheld); provided, however, that (i) either party may assign its rights and obligations under this Agreement in connection with a merger, and (ii) Wise may transfer or assign this Agreement to a member of the Wise Group at any time without your consent.
- d. **No Partnership.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- e. **No Agency.** Nothing in this Agreement is intended to or shall operate to authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power)
- f. **Applicable Law.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- g. **Jurisdiction.** The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) without giving effect to its conflict of laws principles.
- h. **Force majeure.** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for four (4) weeks, either party may terminate this Agreement by giving five

days' written notice to the affected party.

- i. **Entire Agreement.** This Agreement and all documents referred to in it (including the Wise Terms) constitute the entire agreement between the parties in relation to the Wise Services and supersedes all prior communications, negotiations, representations and agreements (whether written or oral) of the parties with respect thereto, unless the Parties have entered into a separate agreement, excluding the Wise Terms, governing your access to Wise API. In the event of any conflict or inconsistency between any Clause of this Agreement and the terms of the Wise Terms, the terms of this Agreement shall prevail.

18. Definitions.

The following defined terms have the following meanings for the purpose of this Agreement:

- a. **"Agreement"** means this agreement between Wise and you.
- b. **"API Credentials"** means the Wise API key and secret or such other security credentials given to you by Wise.
- c. **"Applicable Law"**: means the laws, court opinions, rules and regulations of any nation state, or the various agencies, departments or administrative or governmental bodies, and any regulatory guidance, determinations of (or agreements with) a Regulatory Authority and directions or instructions from (or agreements with) any Regulatory Authority, to the extent applicable under this Agreement or as otherwise applicable to a Party, as may be amended and in effect from time to time.
- d. **"Confidential Information"** means all information that a party provides to each other in connection with this Agreement, including but not limited to the following: (i) information you receive through an API call, (ii) the API Credentials, and all access logins and passwords, (iii) all information identified as confidential at the time of the disclosure, (iv) any other information that by its very nature a reasonable person understands or would reasonably be expected to understand to be confidential.
- e. **"Mutual Customer"** means a customer of Developer that has opened a Wise Account and has given consent to both Wise and Developer to access its Wise Account via the Wise API.
- f. **"party"** and **"parties"** means the Developer and Wise.
- g. **"Regulatory Authority"** means a local, national, or supranational governmental, regulatory or self-regulatory authority, agency, court, tribunal, commission or other entity having jurisdiction over the Parties or the subject matter of this Agreement.
- h. **"Representatives"** means, in relation to the Developer, its employees, agent, contractors, officers, representatives, advisers and any other third party that accesses the API on behalf of the Developer.
- i. **"Strong Customer Authentication"** mean an authentication based on the use of two or more elements categorised as knowledge (something only the relevant person knows), possession (something only the relevant person possesses) and inherence (something the relevant person is) that are independent, and is designed in such a way as to protect the confidentiality of the authentication data.
- j. **"Transfer"** means a foreign currency payment or transfer instructed by the Mutual Customer via the Wise API.
- k. **"Wise Account"** means the profile provided by Wise to Developer and Mutual Customers for the purposes of making Transfers.
- l. **"Wise API"** means Wise's application programming interface(s) that is (are) capable of delivering and receiving content, including data or information, that is made available to Developer via this Agreement.
- m. **"Wise API Client"** means the system of (A) software that can read or write data to the Wise platform using the Wise API, and/or (B) software that can receive or submit Wise API data to the abovementioned software, directly or indirectly.

- n. **"Wise API Documentation"** means all information and documentation Wise provides specifying or concerning the Wise API specifications and protocols and any Wise-supplied implementations or methods of use of the Wise API.
- o. **"Wise Data"** means all electronic data or information submitted by a Mutual Customer to the Wise Services.
- p. **"Wise Terms"** means the relevant acceptable use policy, privacy policy, cookie policy, and other agreements and policies for the use of Wise Services (set out on <https://Wise.com/terms-and-conditions>), as may be amended from time to time.
- q. **"Wise fees"** means all fee(s) charged to Customers as set out on Wise's website.
- r. **"Wise Group"** means Wise and any subsidiary or holding company of Wise, and any subsidiary of any such holding company, in each case from time to time.
- s. **"Wise Services"** means all products, services, content, features, technologies or functions offered by us to you and all related websites, applications, and services, including the Wise API.
- t. The **"use"** of the Wise API means using HTTP or another protocol to (A) send API requests to the Wise platform, (B) submit information to the Wise platform, and/or (C) receive information from Wise in response to requests to the Wise API or otherwise, including, but not limited, for the purpose of creating resources on the Wise platform and executing commands remotely to perform actions on the Wise platform.
- u. The words **"include"** or **"including"** shall be construed without limitation to the words following.
- v. A reference to **"writing"** or **"written"** includes email.
- w. A reference to **"day"** or **"days"** should be interpreted as a "calendar day" or "calendar days", until specified otherwise.
- x. A reference to **"Developer"**, **"You"** and **"your"** should be interpreted as any person, including a corporate entity, that has accessed (or attempted to access) the Wise API or opened a developer account with Wise.
- y. A reference to **"Wise"**, **"we"**, **"us"**, **"our"** should be interpreted as TransferWise Ltd, company number 07209813, 6th Floor, The Tea Building, 56 Shoreditch High Street, London, E1 6JJ United Kingdom.