

IPROMISE API ACCESS TERMS

Updated 25th June 2026

1. Purpose

IPromise is a New Zealand regulated financial service provider. These Terms govern access to IPromise's API and do not alter the legal relationship between IPromise and Customers established under IPromise's customer-facing legal documents.

By applying for an API key, accessing, integrating with, testing or using the IPromise API, you agree to be bound by these API Access Terms ("Terms").

If you do not agree to these Terms, you must not access or use the IPromise API.

IPromise provides regulated escrow services through its technology platform.

Partner wishes to integrate IPromise's escrow functionality into its software platform using IPromise APIs.

These Terms govern the integration of IPromise Services into the Partner Platform and the ongoing relationship between the Parties.

"Partner" means any person or organisation that registers for, accesses or uses the IPromise API.

2. Relationship of the Parties

The Parties acknowledge that:

- a) IPromise provides escrow services.
- b) Partner provides software services.
- c) Partner does not provide escrow services.
- d) Partner does not hold trust funds.
- e) Partner is not authorised to make escrow decisions on behalf of IPromise.

Nothing in these Terms creates a partnership, agency, joint venture or employment relationship.

3. Customer Relationship

Customers accessing escrow services through the Partner Platform contract directly with IPromise in relation to those services.

Customers remain subject to the applicable IPromise legal documents published from time to time, including:

- API Access Terms
- Web App Terms of Use
- Privacy Policy
- Escrow Terms
- Any additional legal documents published by IPromise

Partner shall ensure Customers are able to access these documents before using IPromise Services.

Use of the IPromise API, or access to IPromise Services through the Partner Platform, constitutes acceptance by Customers of the applicable IPromise legal documents, including the Terms, Web App Terms of Use, Privacy Policy and Escrow Terms, as amended from time to time.

4. API Access

Subject to these Terms, IPromise grants Partner a non-exclusive, non-transferable licence to access and use the API solely for the purpose of integrating IPromise Services into the Partner Platform.

Partner must:

- comply with IPromise API documentation;
- protect API credentials;
- implement reasonable security measures;
- maintain appropriate access controls;
- use the API only for approved purposes.

Partner must not:

- reverse engineer the API;
- attempt unauthorised access;
- interfere with IPromise systems;
- use the API in a manner likely to damage IPromise, its customers or its reputation;

API keys, credentials and access tokens remain the property of IPromise and may be suspended, rotated or revoked at any time.

IPromise may refuse or revoke API access at its sole discretion where it reasonably believes continued access presents a security, fraud, regulatory or operational risk.

Partner is responsible for all activity undertaken using its API credentials, whether authorised or unauthorised, unless caused by IPromise's negligence or wilful misconduct.

5. Branding and Disclosure

Partner must clearly disclose that escrow services are provided by IPromise.

Partner must not:

- represent itself as the escrow provider;
- imply it holds customer funds;
- imply it is regulated on behalf of IPromise;
- remove required IPromise disclosures.

IPromise may update branding requirements on reasonable notice.

6. Compliance

Partner agrees to cooperate with reasonable requests relating to:

- AML/CFT obligations;
- fraud investigations;
- sanctions screening;
- regulatory enquiries;
- dispute investigations.

IPromise may suspend, reject or delay transactions where required by law, regulation, court order, risk management requirements or trust account obligations.

7. Escrow Disputes

Any dispute relating to an escrow transaction, release of funds, milestone completion, payment claim, transaction performance, or other matter arising from the use of

IPromise Services shall be managed in accordance with the dispute resolution provisions contained in IPromise's Web App Terms of Use, as amended from time to time.

Partner shall not make binding decisions regarding disputed escrow funds, settlement outcomes, transaction disputes or release of trust monies unless expressly authorised by IPromise in writing.

Partner shall not be liable for the outcome of any escrow dispute unless the dispute arises directly from the Partner's negligence, fraud, wilful misconduct, breach of these Terms, or failure to comply with agreed integration requirements.

Nothing in these Terms limits IPromise's rights or obligations under its Web App Terms, applicable law, regulatory requirements, or trust account obligations.

8. Data Protection

Each Party shall comply with applicable privacy and data protection laws.

Partner warrants that it has obtained all permissions required to share Customer information with IPromise.

Each Party shall promptly notify the other of any actual or suspected data breach affecting shared information.

9. Responsibilities

IPromise Responsibilities

IPromise is responsible for:

- operation of escrow services;
- trust account administration;
- escrow release decisions;
- regulatory compliance relating to escrow services;
- management of customer funds;
- administration of escrow disputes.

Partner Responsibilities

Partner is responsible for:

- operation of its software platform;
- API implementation;

- security of Partner systems;
- customer support relating to the Partner Platform;
- accurate and up to date information submitted through the API.

Further Operational Responsibilities are set out in Schedule 1.

For the avoidance of doubt, the Partner has no authority to direct, instruct, authorise or require the release, transfer, refund or payment of any funds held by IPromise. All decisions relating to the movement of trust funds remain solely with IPromise.

10. Fees

Commercial terms, if applicable, will be agreed separately between IPromise and the Partner.

11. Suspension

IPromise may immediately suspend API access where:

- fraud is suspected;
- security concerns arise;
- Partner breaches these Terms;
- regulatory obligations require intervention;
- trust account protection requires intervention.

Where reasonably practicable, IPromise will provide notice.

12. Liability

To the maximum extent permitted by law, neither Party shall be liable to the other for any indirect, consequential, incidental, special or punitive loss, including loss of profit, revenue, goodwill, business opportunity or anticipated savings.

IPromise provides escrow administration services only and is not responsible for:

- the underlying trade or contract between Customers;
- the performance or non-performance of any Customer;
- the quality, delivery or suitability of any goods or services;
- the accuracy or completeness of information supplied by Customers or Partner;
- disputes between Customers;
- acts or omissions of Partner;
- acts or omissions of Customers;
- outages or failures of banking systems, telecommunications systems, internet services or third-party providers;
- delays arising from AML/CFT obligations, fraud prevention measures, sanctions screening, court orders, regulatory requirements or trust account obligations;
- circumstances beyond IPromise's reasonable control.

Partner acknowledges that IPromise is entitled to rely on information, instructions and confirmations received through the API and Partner Platform unless IPromise has actual knowledge that such information is incorrect or fraudulent.

For the avoidance of doubt, customer funds held in trust do not form part of any liability limitation and remain subject to the applicable IPromise legal documents and trust account arrangements.

Nothing in these Terms, excludes liability which cannot lawfully be excluded under applicable law.

13. Indemnity

Each Party indemnifies the other against losses, claims, damages, liabilities and costs arising directly from:

- its breach of these Terms;
 - negligence;
 - unlawful conduct;
 - fraud;
 - wilful misconduct.
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14. Confidentiality

Each Party shall keep confidential information (including API documentation, credentials, technical specifications, security information and non-public product information) confidential and use it only for purposes connected with these Terms.

This obligation survives termination.

15. Term and Termination

These Terms commence when a Partner first accesses or uses the API and continue until terminated.

Either Party may terminate on thirty (30) days written notice.

IPromise may terminate immediately where:

- Partner commits a material breach;
- fraud is suspected;
- regulatory obligations require termination;
- Partner becomes insolvent.

Upon termination:

- API access ceases;
- credentials must be revoked;
- confidential information must be returned or destroyed.

Active escrow transactions may continue under IPromise control until completed.

Clauses relating to liability, confidentiality, disputes, indemnities, privacy, regulatory compliance and accrued rights shall survive termination.

16. General

These Terms are governed by the laws of New Zealand.

The Parties submit to the exclusive jurisdiction of the New Zealand courts.

IPromise may amend these API Terms from time to time by publishing an updated version on its website.

IPromise may reasonably require changes to the integration, customer workflow, disclosures, onboarding requirements or operational processes where necessary to comply with applicable law, regulation, financial institution requirements, trust account obligations or risk management requirements. Partner shall implement such changes within a reasonable period.

IPromise may modify, enhance, replace or discontinue any API endpoint, feature or functionality from time to time.

Where reasonably practicable, IPromise will provide advance notice of changes that may materially affect existing integrations.

Continued use of the API after the effective date of any amendment constitutes acceptance of the revised Terms.

These Terms together with the Schedules and other documents published by IPromise from time to time, constitute the entire agreement between the Parties regarding the integration and use of IPromise Services.

SCHEDULE 1 – OPERATIONAL RESPONSIBILITIES

Activity	IPromise	Partner
Escrow Operations	✓	
Trust Account Administration	✓	
Holding Customer Funds	✓	
API Integration		✓
Software Platform Operation		✓
Customer Support (Software)		✓
Customer Support (Escrow)	✓	
AML/KYC Decisions	✓	
Fraud Investigations	✓	Assist
Escrow Dispute Administration	✓	Assist
Security of Own Systems	✓	✓
Data Breach Notification	✓	✓
Regulatory Enquiries	✓	Assist

SCHEDULE 2 – INTEGRATION REQUIREMENTS

Partner shall:

- comply with all current IPromise API documentation;
- maintain industry standard cybersecurity controls;
- protect API credentials;
- maintain business continuity procedures appropriate to its business;
- clearly identify IPromise as the escrow provider;
- provide Customers access to applicable IPromise legal documents;
- promptly implement any mandatory API changes notified by IPromise for security, regulatory, fraud prevention or operational reasons.

IPromise may update integration requirements on reasonable notice where necessary for:

- security;
 - operational integrity;
 - regulatory compliance;
 - fraud prevention;
 - trust account protection.
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