

IPROMISE API ACCESS TERMS

Updated 12th August 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.

"Customer" means the customers of the Partner.

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

The Partner remains responsible for its relationship with its Customers.

IPromise provides its regulated escrow services to Customers through the Partner Platform in accordance with the applicable IPromise customer-facing legal documents.

Partner must ensure that, before submitting instructions to IPromise through the API, each Customer has been provided with, and where required has accepted, the applicable IPromise customer-facing legal documents notified by IPromise from time to time, including the Web App Terms of Use, Privacy Policy, Escrow Terms and any other customer-facing legal documents published by IPromise.

Nothing in these Terms creates a direct commercial relationship between IPromise and the Customer except to the extent necessary for IPromise to provide its regulated escrow services and comply with applicable law.

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;
- ensure that any instruction, approval, confirmation or authorisation transmitted to IPromise through the API accurately reflects the intention and authority of the relevant Customer.

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

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;
- requests relating to the integrity or security of the IPromise Platform.

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

7. Partner Instructions

IPromise provides technology-enabled escrow services and acts upon instructions, confirmations and authorisations submitted by the Partner on behalf of its Customers through the IPromise Platform or the Partner Platform.

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

IPromise is not responsible for determining:

- whether contractual obligations between Customers have been performed;
- whether goods or services have been supplied or completed;
- whether a milestone has been achieved;
- the merits of any dispute between Customers; or
- whether instructions transmitted by the Partner accurately reflect the intentions, authority or contractual rights of the relevant Customer

Where a dispute arises between Customers, the resolution of that dispute remains the responsibility of the Customers in accordance with the applicable IPromise customer terms and any agreement between those Customers. The Partner may facilitate communications or assist its Customers in resolving the dispute, provided that the Partner does not represent itself as acting on behalf of IPromise or purport to make binding decisions in relation to trust funds or the release of funds unless expressly authorised by IPromise.

Nothing in these Terms requires IPromise to investigate, determine or adjudicate disputes between Customers except to the extent required by applicable law, regulatory obligations or the applicable IPromise legal documents.

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.

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 may submit instructions to IPromise on behalf of its Customers through the API. IPromise retains sole authority to determine whether those instructions are actioned, subject to applicable law, regulatory obligations, fraud prevention measures and the applicable IPromise legal documents.

10. Fees

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

11. Suspension

IPromise may immediately suspend, restrict or revoke API access where it reasonably considers it necessary to:

- protect trust funds;
- comply with applicable law, regulatory requirements or court orders;

- investigate or prevent fraud, financial crime or security incidents;
- protect the integrity, security or operation of the IPromise Platform;
- respond to a material breach of these Terms by the Partner; or
- manage any other material operational or regulatory risk.

Where reasonably practicable, IPromise will provide the Partner with notice of the suspension and the reasons for it.

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.

Without limiting Clause 7 (Partner Instructions), and except where required by applicable law or the applicable IPromise legal documents, IPromise shall not be liable 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;
- instructions or acts of Customers transmitted through the Partner Platform
- 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.

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;
 - inaccurate, incomplete or misleading information supplied by the Partner or transmitted through the Partner Platform.
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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, customer instructions, indemnities, privacy, regulatory compliance and accrued rights 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
Processing Instructions Received from Partner	✓	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.
- ensure instructions submitted through the API accurately reflect Customer instructions.

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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