

## API Terms

### Preamble

Please read these Terms carefully before using our Application Programming Interface (“API”). If you use our API, then these Terms (“API Terms”) will apply to you in addition to our Invest and/or CFD Terms and form part of the Agreement between you and Trading 212. If there is any inconsistency between these API Terms and our Invest and/or CFD Terms, these Terms shall prevail.

You can accept the API Terms on our Website by generating an API Key and confirming that you have read, understood and agreed to the API Terms. If you refuse to accept them, you will not be able to use our API. The API Terms shall come into effect on the date you accept them through our Website and/or through our mobile application.

Headings, capitalised letters and highlighted or bolded words and phrases are included for convenience only and shall not affect the interpretation of these Terms. Any words and phrases following the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

**NOTE: Trading 212 API is currently in beta testing and may not function as intended or expected. The final version of the API may have different features, functionalities, appearance, additions or removals from the beta version. By using this API, you acknowledge and agree that you are participating in a testing process and that you are solely responsible for any loss, cost or expense that may result from your use of the API. Trading 212 does not warrant or guarantee the quality, performance, suitability or reliability of the API and disclaims any liability for any damages arising from or related to the use of the API.**

## 2. Definitions

Capitalised terms used in these Terms that are not defined herein, have the meanings given to them in the Trading 212's Invest Terms and CFD Terms, as applicable:

**API** means an application programming interface that is provided by Trading 212;

**API Client** means any software, application, website or system that accesses and uses the API on your behalf, and includes any part thereof;

**API Key** means a unique identifier used to authenticate a user, developer, or calling program to the API;

**Service Data** means any data, or information within the dataset and content that is given by using the API;

**Unauthorised Code** means any malicious or invalid code, virus, Trojan horse, worm, logic bomb, software routine or hardware components designed to permit unauthorised access, to disable, erase, or otherwise harm software, hardware or data, or to perform any such actions.

## 3. API Instructions

3.1. Using an API will allow you to use, access, call, command, query or request the API to take certain actions in relation to your Account for and on your behalf.

3.2. Prior to using an API, you must verify your identity through an API Key. You will, therefore, be required to create an API Key on Trading 212's Platform. The API Key is a representation, verification, and authentication of your identity to us. Only one API Key is allowed per account, opened with Trading 212.

3.3. An API Client that uses your API Key can operate the API to give user instructions. When you do so, you are authorising that API Client to send us user instructions on your behalf.

Thus, when using an API Client, you should always ensure that the security of the API Client or the device from which you access such Client, is sufficiently and adequately secure from compromise.

3.4. The API is subject to certain limitations, such as limits for pulling or pushing data. API functions are also limited by the API commands that are available.

## 4. Conduct

You acknowledge that by using our API:

4.1. You are responsible for ensuring that your use of the API is compliant with these Terms and the Applicable Law, which will apply to your use of our API.

4.2. You represent and warrant that your API Client(s) are free of any Unauthorised Code.

4.3. We have no obligation to accept or to subsequently execute or cancel, all or any part of a Transaction or any Instruction that you seek to execute or cancel through the API or an API Client(s). Without limitation of the foregoing, we have no responsibility for transmissions that are inaccurate or not received by us, and we may execute any Transaction on the terms actually received by us.

4.4. You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced via the software you use to access our Platform via our API.

4.5. We and our licensors (as the case may be) will retain the intellectual property rights in all elements of the API and you will not, in any circumstances, obtain title or interest in such elements other than as set out in these Terms.

You agree that:

4.6. You or your API Client shall not interfere with or disrupt the API or the servers or networks providing the API.

4.7. You or your API Client shall not exploit or test any vulnerability of the API or servers, inject any unauthorised or malicious scripts, codes, commands, queries, or requests, or introduce any Unauthorised Code through the API.

4.8. You or your API Client shall not use the API or any Service Data in any manner that does or could potentially undermine the security of the services, the API, Service Data or any other data or information stored or transmitted using the Services. In addition, you shall not, and shall not attempt to:

- a. interfere with, modify or disable any features, functionality or security controls of the services or the API;
- b. defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the service or the API;
- c. reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organisational form from the Services or the API.

4.9. You or your API Client shall not replicate products or services offered by Trading 212, including, without limitation, functions or clients on platforms or attempt to compete with or replace the user experience of our products and services.

4.10. You or your API Client may not use or access the API or a service in order to monitor the availability, performance, or functionality of any of the API, the Service Data, a service or for any similar benchmarking purposes.

4.11. You or your API Client shall not, under any circumstances, through your API Client or otherwise, repackage or resell the services, or any part thereof, API or Service Data.

4.12. You or your API Client shall not, under any circumstances, use the API or Service Data in any way that infringes or misappropriates any intellectual property of any person or that is in violation of applicable laws and regulations.

## 5. Disclaimer

5.1. The API is provided on an “as is” and “as available” basis. We do not in any way guarantee the correctness, accuracy, completeness or timeliness thereof. We do not assume any liability nor may be held liable to you for any damages arising in connection with the receipt or use of the API we provide.

5.2. To the extent permitted by law, we shall not be liable to you or any third party whether in contract, tort (including negligence), restitution, breach of statutory duty or otherwise, for any loss or inaccuracy of data or cost or any indirect, incidental or consequential damages including, but not limited to loss of revenues and loss of profits or any amount arising directly or indirectly from your or any third party's use of, or inability to use the API, whether such use was authorised or not.

5.3. Our provision of the API does not prevent us from:

- a. developing our own products or services, some of which may offer the same or similar functionalities as your API Client(s); or
- b. modifying the API or methods of accessing the API at any time without prior notice to you.

## 6. Use of the API

6.1. Where we grant you access to our API, we shall grant you a limited, non-exclusive, revocable, non-transferable and non-sublicensable licence to use the API pursuant to and in strict accordance with these Terms. We may provide certain components of our API service under licence from third parties, and you will comply with any additional restrictions on your usage that we may communicate to you from time to time.

6.2. We are providing the API to you only for your use and only for the purposes, subject to these Terms. You may not sell, lease, or provide, directly or indirectly, any part of our API to any third party except as permitted by these Terms.

6.3. You acknowledge that should you develop applications that use our API and that are intended to be used by other end-users, you should obtain the prior written consent of Trading 212 that may be given on our sole discretion and on a case-by-case basis. Should an application using our API be launched without Trading 212's consent, the access to the API shall be terminated immediately without prior notice. Furthermore, you agree that you will not develop any applications that:

- a. are fraudulent or misleading;
- b. infringe on any third party's intellectual property rights or rights of publicity or privacy;
- c. are defamatory, trade libellous, threatening, or harassing;
- d. contain any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data;
- e. replicate or attempt to replace the essential user experience of the Services or any of our other products or services; or
- f. otherwise violate any applicable law.

6.4. You acknowledge that all proprietary rights of the API and its components are owned by us or by any applicable third-party licensors or service providers engaged by us, and are protected under copyright, trademark and other intellectual property laws and other applicable law. You receive no copyright, intellectual property rights or other rights in or to any component of the API, except those specifically set out in these Terms. You will protect and not violate those proprietary rights and honour and comply with our reasonable requests to protect our and our third-party service providers' contractual, statutory and common law rights. If you become aware of any violation of our or our third-party service providers' proprietary rights in relation to the API, you will notify us in writing immediately.

6.5. Use of any high speed or automated mass data entry system with our API will only be permitted with our prior written consent, exercised in our absolute discretion.

6.6. You agree that we may monitor your use of this system, we may require you to comply with certain conditions in relation to your use and may at our absolute discretion remove your access to this service at any time.

6.7. You are required to test any customised interface prior to using it in a live environment, and you agree you will be responsible for any errors or failure in your implementation of the interface protocol. Use of any customised interface shall be subject to our prior written consent, exercised in our absolute discretion.

## 7. Market Data

7.1. With respect to any Market Data or other information that we or any third party service provider provide to you in connection with your use of our API, you agree that:

- a. we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect;
- b. You will not receive real-time information on Market Data and will be limited to one data request for a maximum of 20 tickers every 5 seconds.
- c. We and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information;
- d. You will use such data or information solely for the purposes set out in these Terms;
- e. Such data or information is proprietary to us and any such provider, and you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by the Applicable Law or as agreed between us;
- f. You will use such data or information solely in compliance with the Applicable Law;
- g. We may require that you provide us with information in relation to you and your use or intended use of Market Data;
- h. We may monitor your use of our Market Data;
- i. We may require you to comply with certain conditions in relation to your use of Market Data; and
- j. We may at our absolute discretion remove your access to Market Data at any time.

## 8. Liability

8.1. Without prejudice to any other clauses of these Terms, we will have no liability to you in relation to any loss, costs or expenses that you suffer as a result of:

- a. any delay or defect in or failure of the whole or any part of our API software; or
- b. any computer viruses, worms, software bombs or similar items introduced into your computer hardware or software via our API, except where such loss, cost or expense is a result of our own negligence, fraud or wilful default.

## 9. Termination.

9.1. You acknowledge we have the right, unilaterally and with immediate effect, to suspend or terminate (at any time, with or without cause or prior notice) all or any part of the API functionality, or your access to the API, to change the nature, composition or availability of the API, or to change the limits we set on the trading you may conduct through the API, without prior notice to you. Upon such termination or suspension, you shall immediately stop using the API. We may independently communicate with any relevant third party, including third parties, to whom you have communicated your API Key, to provide notice of the termination of your right to use the API.

## 10. Changes

10.1. These API Terms were last updated and published on 17.05.2023. A copy of the most up-to-date version of these Terms is available on our Website. In light of the status of the Trading 212 API, we may update these Terms from time to time without providing you with a prior notice. All updates will be posted on our Website.