CLIENT AND ENTERPRISE TERMS

API Terms

The licence, security, IP allowlisting, limits and records for use of the Lydiam Trading API by clients and Enterprise Firms.

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Applies to	Clients and Enterprise Firms using the Trading API; for Enterprise Firms, read with the Enterprise API Schedule (F07)

1. About these terms

1.1 These API Terms apply to any use of the Trading API of Flumen Pay LLC, trading as Lydiam Group (the "Company", "we" or "us"). For a client, they form part of its Client Agreement. For an Enterprise Firm, they form part of its White-Label Enterprise Agreement or Own-Account Enterprise Agreement, and the Enterprise API Schedule prevails over them where they differ. Capitalised terms have the meanings given in the Common Definitions Schedule.

1.2 In these terms:

(a) references to the Trading API include its endpoints, documentation, sandbox and related tools;

(b) "API Credentials" means the API keys, client secrets, certificates and any other means of authentication we issue for Trading API access (called "Credentials" in the Enterprise API Schedule);

(c) "Documentation" means our Trading API documentation, as updated;

(d) "Allowlisted IP Address" means an IP address registered with us under section 5 from which Trading API calls may be made; and

(e) "User" means the client or Enterprise Firm using the Trading API, and "you" means the User.

2. Access

2.1 Trading API access is available only where we have approved it for you. For a client, the level of access (read-only or full) depends on its Plan, as shown in the Plans and Subscription Terms and its Rate Card. You must test your integration in our sandbox, and pass the checks we require, before we enable production access.

2.2 Trading API access gives you no service you would not otherwise have under your agreement with us. Every service remains subject to that agreement, our compliance checks and the availability of our partners.

3. Licence

3.1 We grant you a non-exclusive, non-transferable, revocable licence to use the Trading API during your agreement with us, solely to use our services under that agreement: for a client, for its own account; for an Enterprise Firm, for its Clients within its agreement. You acquire no other right in the Trading API.

4. Restrictions

4.1 You must not:

(a) access the services by any means other than those we permit, or exceed the rate limits in the Documentation;

(b) copy, modify, reverse engineer, decompile or distribute any part of the Trading API, except as the law expressly allows;

(c) overload, impair, attack or test the security of the Trading API, or carry out load or penetration testing, without our written consent;

(d) scrape, data-mine or redistribute data from the Trading API, including our rates and prices, except to your own Authorised Users or, for an Enterprise Firm, to its Clients;

(e) sublicense, sell, rent or otherwise make the Trading API available to anyone else, or use it to provide services to anyone except as your agreement with us allows; or

(f) use the Trading API to get around the Security Procedures or any limit on your services.

5. Security

5.1 Trading API calls are accepted only if they are authenticated with valid API Credentials, signed as the Documentation requires, sent over an encrypted connection and made from an Allowlisted IP Address.

5.2 You register an IP address, or change your Allowlisted IP Addresses, by a request signed by an authorised signatory. We complete a call-back to a telephone number in your Mandate and apply a 24-hour hold before the change takes effect.

5.3 You must keep your API Credentials secret and store them securely (for example in a secrets manager, never in source code or shared documents), give access to them only to people and systems that need it, and rotate them when we ask or when anyone with access leaves. You must tell us at once if you suspect that your API Credentials or systems have been compromised, and we may revoke or reissue API Credentials at any time.

5.4 Instructions given through the Trading API are subject to the Security Procedures Schedule. For the call-back in procedure 4 of that Schedule, an instruction given through the Trading API is an instruction given outside the Portal, so a payment instruction that, with others to the same payee in the previous 24 hours, exceeds USD 50,000 is confirmed by a call-back before we act on it. Subject to section 5.6, for a loss caused by an instruction given through the Trading API that you did not authorise, the rules in section 5 of the Security Procedures Schedule apply.

5.5 New beneficiaries and changes to bank or wallet details cannot take effect through the Trading API alone. They are confirmed under the Security Procedures Schedule, including confirmation on a different channel. Payments through the Trading API may be made only to beneficiaries and Registered Wallets that have completed those procedures.

5.6 **Deemed authorisation.** An instruction we receive through the Trading API with your API Credentials, from an Allowlisted IP Address, is treated as authorised by you if we acted on it in good faith and in compliance with the Security Procedures, whether or not you in fact authorised it, unless you prove that it was not caused, directly or indirectly, by a person you entrusted or a person who obtained access to your API Credentials, systems, devices or channels. This never applies to a loss caused by our own systems. If you are an individual, nothing in this section removes or limits your Mandatory Rights.

6. Payments for your own customers

6.1 If you use the Trading API to move money for your own customers, and your agreement with us allows it, every payment must carry, in the fields the Documentation specifies, the full name, address and account or wallet details of the underlying payer and payee. No underlying customer may be located in the United States. You must give us an underlying customer's identification records within 2 Business Days of our request. We may reject any payment that does not meet these requirements.

7. Rate limits and changes

7.1 We set rate limits and other technical limits in the Documentation, and may throttle or block calls that exceed them.

7.2 We may change the Trading API. Where a change requires you to change your integration, we give you at least 30 days' notice where reasonably practicable. We may make a change at once where security, the law or a regulator requires it, and we tell you as soon as we can.

8. Availability

8.1 We use reasonable efforts to keep the Trading API available, but we do not promise that it will be uninterrupted, error free or available at any particular time. The sandbox may differ from production. If the Trading API is unavailable, you may use the Portal or the other channels listed in it, subject to the Security Procedures. Any service targets for an Enterprise Firm are set out in its agreement.

9. Records and evidence

9.1 Our system records and logs of Trading API calls, including their content, time and the API Credentials and IP address used, are evidence of the instructions given and of their content. You must keep your own records of the calls you make.

9.2 A Transaction made through the Trading API binds you and us when we issue a Transaction Confirmation from our systems. You must check each Transaction Confirmation and tell us of any error, as your agreement requires.

10. Your systems

10.1 You are responsible for your own systems, software, connectivity and any third-party service you use with the Trading API, and for their costs. You must keep them secure and free of malware.

10.2 The User bears, and the Company is not responsible for, any loss to the extent caused by the User's systems, software or connectivity, by any third party the User uses with the Trading API, or by the compromise of the User's API Credentials or systems, except to the extent the loss is caused by the Company's own negligence, fraud, wilful misconduct or breach of law.

11. Data

11.1 You may use data you receive through the Trading API only for your own business under your agreement with us and, for an Enterprise Firm, for its Clients. Each party complies with the data protection laws that apply to it. Our Privacy Notice explains how we use personal data, and an Enterprise Firm's processing follows its Enterprise Data Processing Agreement.

12. Fees

12.1 Trading API access is included in a client's Plan as shown in the Plans and Subscription Terms. Any fee for an Enterprise Firm is set in its Commercial Schedule. Transactions made through the Trading API carry the same charges as any other Transaction.

13. Suspension and termination

13.1 We may suspend or end your Trading API access, or revoke API Credentials, at once and without liability, where you breach these terms or your agreement with us, where we suspect misuse or compromise, or where security, the law, a regulator or our compliance checks require it. We tell you unless the law prevents it.

13.2 Trading API access ends when your agreement with us ends. You must then stop using the Trading API and delete your API Credentials. Sections 9, 10, 11 and this section continue to apply.

14. General

14.1 We may change these terms on the notice set out in your agreement with us. Your agreement governs everything not covered here, including liability, disputes and governing law.