

Note: these terms applied from September 30, 2023 to December 3, 2023.

# Xero Developer Platform Terms & Conditions

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## Introduction

Welcome to the Xero developer platform! We're excited to have you here but before you start using our tools and resources, we need you to look through and accept these terms. We've done our best to explain it all without using too much jargon, so it's clear what we expect from you and what you can expect from us.

These are your legal rights and obligations, so please read everything. If you use our developer platform, we'll assume that you agree to our terms.

If you still have questions or comments after you've read these terms, please go to the [developer portal](#) to get in touch. We'd love to help.

Last updated: August 30, 2023. If you registered as a Xero developer on or after 30 August 2023, these terms apply to you straight away. If you registered as a Xero developer before 30 August 2023, this version of the terms applies to you from 30 September 2023.

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## What's in these terms?

- Who are we and what is the Xero developer platform?
- How can I use the developer platform?
- What do I need to do to protect user data?
- What about your data and confidential information?
- What intellectual property rights do we each have?
- What if I have a problem?
- What can't I do with the developer platform?
- Ending our relationship
- Our responsibilities to each other
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## Who are we and what is the Xero developer platform?

- 1. You and Xero:** When we say **you** or **your**, we mean both you, and if you're agreeing to these terms on behalf of any entity, that entity. When we say **Xero, we, our or us**, we're talking about Xero Limited (a New Zealand company with registration number 1830488).
- 2. Our services:** Our **services** consist of all the services we provide now or in the future, including our online and mobile accounting and financial products.
- 3. Our developer platform:** Our **developer platform** is made up of many tools and resources that we make available to developers to create functionality and connect their applications, products or services (**apps**) with our services. To learn more about our developer tools and resources, check out the guides and other information on the [developer portal](#).
- 4. Getting started with the developer platform:** You can see how to get started with the developer platform on the [developer portal](#). You can find out more about the registration process and requirements to become a Xero developer on the [developer portal](#).
- 5. Other terms:** Additional terms and/or fees may also apply to you after you register, such as where you use certain Xero products or services, join one of our partner programs, or offer financial services in line with section 11 below. We'll let you know what those terms and/or fees are before you start using those products or services.

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## How can I use the developer platform?

- 6. Right to use the developer platform:** Once you've registered as a Xero developer, we'll grant you the right to use the developer platform to develop and connect your apps with our services. However, we might revoke, terminate or restrict that right in line with these terms, or any other terms that might apply to you.
- 7. Usage limits:** When you use the developer platform you agree to follow the usage limits outlined [here](#). If you join one of our partner programs, different usage limits (and fees) might apply to you. We'll let you know about any changes before you sign up to a program. We may also update or amend the limits or fees from time to time, but we'll let you know about this beforehand (including whether you'll incur any charges).
- 8. Your responsibilities:** You must keep your information (including a current email address) up to date, and ensure that any information you provide to us is true, accurate and complete. You're responsible for protecting your username and password from getting stolen or misused. You're also solely responsible for any activity on your Xero developer account even if you didn't authorise it. You agree to follow all instructions we provide you with on how to use the developer platform.
- 9. Your terms:** Your apps must include your own legally binding terms of use and privacy policy (**your terms**) that are available to any **user** of your apps and our services. You need to make sure users agree to your terms before they use your apps, and you should keep a record of when users have agreed to your terms. Your terms will not apply to us and must be consistent with these terms and any other Xero terms you've agreed to.
- 10. Branding and publicity:** You'll need to get us to agree in writing if you want to use Xero's brand materials, or mention Xero in the promotion of your app. Otherwise, you can promote your app as you wish, provided that you follow all guidelines we provide to you regarding the promotion of your app or the use of our brand materials.

**11. Financial services:** To use the developer platform to offer **financial services** through your app, for example lending, insurance, bank feeds, payments, or data products / underwriting, your app and your financial services will need to be approved by us and you may need to sign up to some additional terms. This might include a fee that we'll let you know about when you sign up. If you'd like to know more about offering financial services, please contact us [here](#).

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## What do I need to do to protect user data?

**12. User data:** When you make your apps available to users, those users may enter or upload their data, content or information (**user data**) into your app. Access to user data for you or your app may be provided by us or by a user, depending on how you use the developer platform. User data includes data that is aggregated across multiple users. You must only use user data in accordance with your terms, the terms set out here, and all applicable laws. When you connect or integrate your app, you must ensure that all necessary user consents and permissions for use of any user data have been obtained. Your terms should also clearly describe how and why you collect, store, use and share any user data.

**13. Collection and use:** We are committed to using data responsibly, and we expect you to do the same. You should be familiar with our [Responsible Data Use Commitments](#), and ensure your use of the developer platform and any user data is aligned with these commitments. If we see behaviour from you which doesn't align with the [Responsible Data Use Commitments](#) (in our reasonable opinion) we reserve the right to take any action under section 29 below.

**14. Collaborators:** Sometimes, you might want to use a third party (like a subcontractor or a third party development company) to help you connect to the developer platform - we call them **collaborators**. After you've agreed to these terms, you can allow your collaborators to access your app and the developer platform by adding them as a **collaborator** via the developer portal. If you add a collaborator, you're responsible for them. You'll need to make sure they comply with these terms and only pass through user data to you. On the other hand, if you are the collaborator, it is your responsibility to make sure the developer you're acting on behalf of has seen and accepted these terms before you provide any user data to them (and these terms continue to apply to you regardless).

**15. Security:** We've invested in technical, physical and administrative safeguards to do our part to help keep user data safe and secure. When you access the developer platform, you have an important role to play to protect the privacy of user data. You'll need to take reasonable measures (which are at least industry standard) to protect user data, including by meeting our minimum [security requirements](#) and [security standards](#), which we may update from time to time. You should document your security measures in writing as we may ask to see them. If you spot a security issue that affects your app, such as any unauthorised access to user data, you must immediately let us know the details at [api@support.xero.com](mailto:api@support.xero.com) (including a description of the incident as well as your action plan to contain and mitigate it) and use your best efforts to resolve it. While we'll help you with security issues where we reasonably believe we can, it's your responsibility to investigate what went wrong and to notify affected users and any regulatory authorities who need to know about it. Where you notify any users or third parties, you can't mention us unless we say in writing that's okay or, in the case of regulatory authorities, required by law.

**16. When our terms apply to user data:** When we receive any user data through your app, our [terms of use](#), [privacy notice](#) and [data processing terms](#) (where applicable) will apply to our use of that user data from the time we receive it, and your terms will no longer apply (including any restrictions on Xero processing user data).

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## What about your data and confidential information?

**17. Your data:** We may collect certain data about your use of the developer platform, such as your API use, your app metadata, and the user accounts you access. We can use this data, and any feedback you provide to us, without restriction. Our [privacy policy](#) sets out in detail how we process your own personal data, like your name and email address.

**18. Keeping it confidential:** While using the developer platform or our services, you may share confidential information with us, and you may become aware of confidential information about us. You and we both agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised individuals. You or we may share each other's confidential information with legal or regulatory authorities if required to do so.

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## What intellectual property rights do we each have?

**19. What we own:** We own everything we've put into the developer platform and our services unless otherwise stated and excluding content owned by others. This includes rights in the design, compilation, and look and feel of the developer platform and our services. It also includes rights in all copyrighted works, trademarks, designs, inventions, and other intellectual property.

**20. Materials:** Any **materials** that you or we possess before or create after entering these terms, including content, images, data and information in any form, will continue to be owned by that party.

**21. Our right to use your app:** You continue to own your app and your materials. You grant us a right to use your app and any materials you provide to us, and your trademarks and logos, for our internal testing purposes (like security testing), marketing and communications, demonstrating, making your app available to users or helping them to find it.

**22. Independent development:** We're always thinking about how to make Xero the best it can be and we regularly add new features to the developer platform and our services. We might independently create products or services that are similar to or competitive with your app – nothing in these terms will restrict or prevent us from doing so.

**23. Intellectual property rights:** We take intellectual property rights seriously and we expect you to do the same. You must ensure that you hold or are otherwise authorised to use any intellectual property rights in your app and your material. You promise that your app's connection with our services, and our use of your app and your material, will not breach the rights of any third party.

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## What if I have a problem?

**24. Access issues:** You know how the internet works – occasionally you might not be able to access the developer platform. This might happen for any number of reasons, at any time.

**25. Data loss:** Data loss is an unavoidable risk when using any technology. You're solely responsible for maintaining copies of your data shared with the developer platform or entered into our services.

**26. Problems and support:** If you have a problem, we have excellent support articles available through the [developer portal](#) that should help you with most situations. If you've tried the developer portal and still need help, you can contact our support team [here](#). We'll try our best to help you but we won't be able to fix every problem you have. You'll also need to provide your own support to users of your app. We don't assume any responsibility for your app, even if we engage with users of your app directly which we may do on occasion.

**27. Modifications:** We frequently release new updates, modifications and enhancements to the developer platform, and in some cases discontinue features. Where this occurs, we'll typically notify our developer community at the same time and won't always notify each platform user directly - so keep an eye out for changes. Your app may not work properly with future versions of the developer platform if it was developed using a previous version. We won't be liable to you for any compatibility issues.

**28. Dispute resolution:** If any dispute can't be resolved through our support team, you and we agree to resolve disputes through binding arbitration only (at the venue specified at section 48 below) and not in any court or other dispute forum.

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## What can't I do with the developer platform?

**29. While we can't cover everything here, we do want to highlight a few examples of things you mustn't ever do:**

- Undermine the security or integrity of our computing systems or networks.
- Use the developer platform in any way that might impair functionality or interfere with other people's use.
- Access any system of Xero or any third party without permission.
- Introduce or upload anything to the developer platform that includes viruses or other malicious code.
- Share anything that may be offensive, violates any law, or infringes on the rights of others.
- Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of the developer platform or our services.
- Resell, sublicense or provide the developer platform or our service (or access to them) in any way not expressly permitted through our developer platform.
- Sell any user data (but you can charge users a fee for your app).
- Aggregate and supply user data (or any other data accessed through the developer platform) to another app or any third party.
- Try to exceed or bypass the usage limits that apply to the developer platform.
- Create (or encourage others to create) multiple versions of your app when they all do the same or similar thing.

- Download or scrape any of our websites or content in any way (including with bots or browser automation).
- Commit fraud or other illegal acts through the developer platform.
- Act in a manner that is abusive or disrespectful to a Xero employee, partner, user, or other Xero developer. We will not tolerate any abuse or bullying of our Xero employees in any situation and that includes interaction with our support teams.
- Access or use the developer platform for the purpose of attempting to move customers off Xero, or substantially reproducing our products or services.
- Access or use the developer platform for competitive analysis or benchmarking or in order to share performance information about the developer platform (including uptime, response time, and benchmarks).
- Access or use the developer platform to provide financial services without our approval.

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## **Ending our relationship**

**30. Termination by you:** If you're no longer using the developer platform, you may terminate these terms at any time by notifying us in writing.

**31. Termination by us:** We may terminate or suspend these terms for any or no reason by giving you 14 days' notice. We may terminate, suspend or limit your access to the developer platform (including by removing access for one or more of your apps) immediately if:

- you breach these or any other relevant terms and do not remedy the breach within 14 days after receiving notice of the breach,
- you breach any of these or any other relevant terms and the breach cannot be remedied,
- we decide that we need to in order to prevent harm, material risk or liability to us or any other person,
- we stop offering the developer platform, or
- required by law.

**32. Effect of termination:** Upon termination of these terms:

- You must stop using the developer platform and (unless we say otherwise) any of our materials and, at our request, return or destroy our confidential information.
- We will have no liability to you for terminating, suspending or limiting your access to the developer platform in accordance with these terms.
- Sections 29 (What you can't do), 33-35 (Our responsibilities to each other) and 36-487 (Housekeeping) will continue to apply.

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## **Our responsibilities to each other**

**33. You indemnify us:** You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we incur (directly ourselves or as a result of any third party

claim) arising out of, or in connection with your breach of these terms, your relationships with users, your use of the developer platform or our services, or any third party claim against us, relating to your app or your use of the developer platform or our services (except as far as we're at fault).

**34. Disclaimer of warranties:** The developer platform and our services and materials are made available to you solely on an "as is" basis. Except for non-excludable guarantees and other rights you have that we cannot exclude, we disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose, and continuous operation.

**35. Limitation of liability:** Other than liability that we cannot exclude or limit by law, our liability to you in connection with the developer platform, our services, materials or these terms, in contract, tort (including negligence) or otherwise, is limited:

- We have no liability arising from your use of the developer platform for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense.
- For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.
- Our total aggregate liability to you in any circumstances is limited to the greater of (i) the total amount you paid us (if any) to use the developer platform in the 12 months immediately preceding the date on which the claim giving rise to the liability arose, and (ii) US\$1,000.

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## Important housekeeping

**36. Comply with law:** You must comply with all laws and regulations that apply to your app and any of the activities mentioned under these terms.

**37. Modern slavery:** You should take reasonable steps to ensure that you do not engage in or support any form of modern slavery (including employment of trafficked individuals, debt bondage, forced labour, the worst forms of child labour, or any breach of applicable anti-slavery laws, regulations or codes).

**38. Events outside our control:** We aren't liable to you for any failure or delay in performance of any of our obligations arising out of any event beyond our reasonable control.

**39. Notices:** Any notice you send to Xero must be sent to [legalnotices@xero.com](mailto:legalnotices@xero.com). Any notices we send to you will be sent to the email address you've provided us through the developer portal.

**40. Export limitations:** You must not use the developer platform in violation of any export or trade embargo laws that apply to you.

**41. Excluded terms:** The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply to these terms.

**42. Blocking your access or disabling your account:** As our sites are global, different laws may apply in different countries that restrict our relationship with you. We may block your access or terminate your account if we reasonably believe there's a risk - like a potential breach of a law or regulation - associated with you, your company, your app, or a payment. Examples of where we might do this include transactions where the payment is from a sanctioned person or country; or where we reasonably believe there is a legal or regulatory risk or a risk of loss being suffered by us or our users or partners. You promise that you're not located in a sanctioned country and are not on a sanctioned persons list.

**43. Relationship between the parties; assignment:** Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us, or between you and any other user. You're solely responsible for resolving disputes between you and any other user. Xero may assign these terms – or any of our rights or obligations in these terms – to another Xero entity as it deems appropriate. Xero entities are the companies controlled by or under common control with Xero Limited (a New Zealand company with registration number 1830488).

**44. Changes to these terms:** We sometimes will decide to change these terms of use. But don't worry, changes won't apply retrospectively and, if we make changes, we'll make reasonable efforts to let you know. You can keep track of changes to our terms by referring to the version and the date last updated at the top of the terms. Generally, we will try to give you 30 days' notice of material changes before they become effective, unless we need to make immediate changes for reasons we don't have control over. If a change isn't material, we may not notify you. If you find a modified term unacceptable, you may stop using the developer platform and terminate these terms.

**45. Notifying you:** When we notify you under these terms, we'll do it by email or by posting a visible notice through the developer portal.

**46. Enforcement of terms:** If there's any part of these terms that either one of us is unable to enforce, we'll ignore that part but everything else will remain enforceable.

**47. Interpretation:** Words like 'include' and 'including' are not words of limitation and where anything is within our discretion we mean our sole discretion.

**48. Xero contracting entities; law and venue:** Check out the table below to see what law, and the exclusive venue, applies in any dispute between you and us, based on the location of your principal place of business:

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Xero Developer Platform Terms and Conditions locations table

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## Appendix - Financial Services Terms

**1. Restricted practices:** Once approved, you can provide your approved financial services to users through the developer platform, but you agree you will not do any of these things:

- Use the developer platform to generate customer leads for another financial services product, including by populating, informing or distributing the other product.
- Use the developer platform to develop or enable a price comparison tool or marketplace for financial services.
- Say or imply that Xero endorses, underwrites, brokers or makes any warranties or commitments around your app or any financial services.
- Breach, or cause users or Xero to breach, any relevant law, regulation, guidance or code of practice that applies to the provision of financial services in the jurisdiction where you operate.

**2. Keep us updated:** You are responsible for making sure your financial services have been approved by us, including any changes to your current offering as well as any new financial services.