

Note: these terms applied from October 18, 2017 to September 29, 2023.

Developer Terms of Use

1. Welcome to the Xero Developer Platform!

Welcome to the Xero Developer Platform! Xero Limited and its affiliates (referred to as “Xero”, “we”, “our” or “us”) have created these Developer Terms and Conditions (these “Terms”) so that developers like you can enjoy the benefits of our Developer Platform while protecting both Xero’s and its users’ rights. By clicking on “I agree” (or a similar box or button) or using the Developer Platform, you agree to be bound by these Terms. You may not use the Developer Platform if you do not agree to these Terms. In these Terms, you are referred to as “Developer” or “you”. If you are agreeing to these Terms not as an individual but on behalf of your company, then “Developer” or “you” means your company and you are binding your company to these Terms.

If you are providing application development services or are otherwise acting as a connector to a third party that will receive or otherwise benefit from User Data (the “Ultimate Recipient”) obtained through the Developer Platform (i.e., you are a “Connector”), you represent that you are acting as an agent of the Ultimate Recipient and you have the authority to bind the Ultimate Recipient to these Terms. In that case, “Developer” or “you” includes the Ultimate Recipient as well.

If you subcontract the development of Your Applications, You will procure that any third party subcontractor complies with these Terms.

These Terms include any terms provided separately to you for the Developer Platform, including guidelines specific to certain types of developers and/or use cases.

If you are a marketplace application, dashboarding and benchmarking application, specialist white-labelled product developer, a bank or another type of financial services provider, please read Section 4 (Your Use Rights), Section 7 (Your Responsibilities) and Section 14 (Additional Terms for Financial Services) carefully.

These Terms will evolve with our ecosystem as developers continue to innovate and find new, creative ways to use the Developer Platform, and will we provide notice of modifications as described in Section 13 (Modifications to Terms).

These Terms were last updated on 18 October 2017. If you registered to use the Developer Platform on or after 18 October 2017, these changes are effective immediately. If you registered to use the Developer Platform prior to 18 October 2017, these changes are effective beginning on 1 November 2017.

2. Our Developer Platform

These Terms govern your access to and use of our APIs, SDKs, app keys and access tokens, and developer webpages and documentation (“Documentation”) (collectively, the “Developer Platform”). The Developer Platform is designed to allow you to connect your new and existing applications, products and services (“Your Applications”) with Xero’s own applications, products and services (collectively, the “Xero Service”). Beyond general access to our Developer Platform, we also have a Partner Program that may offer additional, expanded benefits if you meet eligibility requirements, which is subject to additional App Partner Program and Developer Partner Program terms available [here](#).

3. Registration

To access the Developer Platform, you must follow the registration process established by Xero. Xero may approve or deny access to the Developer Platform in its sole discretion. When you register, you may be subject to Xero’s standard Terms of Use and Privacy Policy at <https://www.xero.com/about/terms/> and <https://www.xero.com/about/privacy/> (each, as may be modified from time to time, collectively, “Xero Service Terms”), as well as any additional registration terms specified by Xero.

4. Your Use Rights

Subject to these Terms, you may use the Developer Platform solely to enable Your Applications to access or interface with the Xero Service and as set forth in these Terms (your “Use Rights”). Your use must be as permitted in our Documentation and is subject to call, usage and other limits as described at <https://developer.xero.com/documentation/auth-and-limits/xero-api-limits> (as may be modified from time to time, and which are incorporated into these Terms) or as we otherwise notify you. All of your rights are non-assignable, non-transferrable, and non-sublicenseable.

Unless otherwise specified in these Terms, your use within these Use Rights are permitted “free-of-charge” up to, but not to exceed, the Xero API limits and Xero customer limits set forth above and in associated documentation. Xero reserves the right to charge you for your use of the Developer Platform with prior notice to you.

If you are a Connector, you are only permitted to pass through any User Data to the Ultimate Recipient on behalf of which you are connecting to the Developer Platform.

If you subcontract the development of Your Applications, You will procure that any third party subcontractor engaged by you is only passing through any User Data to you. Such subcontractors shall have no other use rights.

You agree not to use, nor permit any third party to use, the Developer Platform in a manner that violates any applicable law, regulation or these Terms.

If you are unsure whether your intended use case(s) comply with these Terms, please reach out to api@xero.com before investing time and resources into building Your Application’s integration with Xero.

Xero reserves the rights to modify or amend this policy, in its sole discretion, at any time.

5. Support and Modification

While we may provide you with support or modifications for the Developer Platform, we are not obligated to do so and have no obligation to fix or respond to errors you may encounter. In our discretion and without liability to you, we may add, remove or modify any features of the Developer Platform; impose additional eligibility requirements or restrictions for access to the Developer Platform; or discontinue the Developer Platform. If we modify the Developer Platform, we may require you to use the modified version, which may not be compatible with Your Applications developed using previous versions. We typically make these changes as part of our overall Developer Platform program and may not be able to provide you with individual notice of the changes.

6. Branding and Publicity

a. Brand Features

“Brand Features” means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, these Terms do not grant either party any right, title, or interest in or to the other party’s Brand Features. You may not use Xero Brand Features without Xero’s prior written consent. Any permitted use by you of Xero’s Brand Features (including any goodwill associated therewith) will inure to the benefit of Xero.

b. Publicity

You may promote Your Application, including talking to traditional and online media and your users about Your Application, but you may not issue any formal press release via traditional or online media referring to Xero without Xero’s prior written consent. You must conduct all such activities truthfully and without implying that Your Application is created, sponsored, or endorsed by Xero (or otherwise embellishing your relationship with Xero) and you may not make any legal representations, guarantees or warranties on behalf of Xero or with respect to the Developer Platform or the Xero Service. If You become aware that any public-facing articles are being developed by independent publications or authors connecting Your Application to Xero, then you agree to immediately inform Xero at press@xero.com.

Xero may publicly refer to you, orally or in writing, as a user of the Developer Platform. We may also publish your Brand Features (with or without a link to Your Application) on our websites, in press releases, and in promotional materials without your prior consent.

7. Your Responsibilities

a. User Relationships

Your Applications must include your own legally binding terms of use and privacy policy (“Your Terms”) that are publicly available to your third-party users (assuming you have third-party users or that Your Application allows for the retrieval of User Data, or where including Your Terms would be customary or appropriate under the circumstances). If a user of the Xero Service allows Your Applications to retrieve any data, content or information of a user,

including where such data is aggregated by you across more than one user (“User Data”) from the Xero Service, you must (1) access only the minimum data fields Your Application needs to work properly, as permitted by the user and (2) ensure the User Data is collected, processed, transmitted, maintained and used in accordance with Your Terms, all Laws (defined below) and reasonable measures that protect the privacy and security of the User Data (including at a minimum those at <http://developer.xero.com/partner/security-requirements-for-developer-partners/>). Without limiting the foregoing, Your Terms must contain clear and legally adequate disclosures about the nature of Your Application’s integration with Xero and the User Data you are collecting and how you may use it.

For clarity, any user’s access or use of the Xero Service itself is subject to Xero’s Service Terms or other applicable terms agreed by Xero with the user, not Your Terms. If Xero receives any User Data from or on behalf of a user, including through or enabled by Your Application, Xero will treat such User Data under its applicable terms with such user and such data will no longer be subject to Your Terms.

b. Be a Good Citizen to Our Ecosystem

You share Xero and our Developer Platform with your fellow developers and you should write Your Application as you’d want others to write theirs. You agree not to use, nor permit any third party to use, the Developer Platform to:

- Submit to the Developer Platform or Xero Service any viruses, worms, defects, Trojan horses, malware or any items of a destructive nature;
- Defame, abuse, harass, stalk or threaten others, promote unlawful activities or send disruptive or offensive messages or advertisements;
- Try to exceed or circumvent limitations on calls and use;
- Create multiple versions of Your Applications that access the Developer Platform for the same or similar usages (e.g. creating customer-specific versions of Your Applications);
- Copy, reformat, reverse-engineer, or otherwise modify the Developer Platform, access credentials, or our website or content;
- Download, scrape, post or transmit (in any form or means) any part of our website or content;
- Sublicense Xero APIs for use by a third party;
- Use User Data to assist with any unsolicited marketing communication (electronic or otherwise) to any person;
- Resell (for a fee, or any other commercial benefit) any User Data (for clarity, as used in this Section 7.b., “resell” does not include your charging subscription fees for access to Your Application, generally);
- Transfer any User Data, in the form provided through the Developer Platform, to any third party;
- Permit any third party to use any User Data, for any purpose not directly related to your advertised service offering, including but not limited to the on-sale of transactional bank feed data or any revenue generating product or services;

- Create an API or similar function designed to help you enhance your websites and/or Your Applications that functions substantially the same as any of our APIs and offer it for use by third parties;
- Access the Developer Platform for competitive purposes (including to connect to a competitive product or to create your own competitive product) or publicly disseminate performance information or analysis (including uptime, response time and/or benchmarks) relating to the Xero APIs.

c. Your Representations and Indemnity

You are solely responsible for your use of the Developer Platform, Your Applications and any data or content that you use with the Developer Platform.

You represent and warrant that (a) you have full power and authority to enter into and perform these Terms; (b) your use of the Developer Platform and Your Applications will not violate any third party rights (including intellectual property rights and rights of privacy or publicity) or any laws, rules, regulations or orders, including those relating to data privacy, data transfer, international communications and the export of technical or personal data ("Laws"); (c) all information you provide to Xero is and will be true, accurate, and complete; and (d) you will not interfere with Xero's business practices, the way in which it offers the Xero Service or the Developer Platform or any third party products or networks used with the Developer Platform. You will indemnify, defend (at Xero's request) and hold harmless Xero and its affiliates and their respective directors, officers, employees, agents, contractors, end users and licensees from and against any claims, losses, costs, expenses (including reasonable attorneys' fees), damages or liabilities based on or arising from (i) your use of the Developer Platform, (ii) Your Applications and your relationships or interactions with any users or third party distributors of Your Applications, or (iii) your breach or alleged breach of these Terms. Xero may at its own expense participate in the defense and settlement of any claim with its own counsel, and you may not settle a claim without Xero's prior written consent (not to be unreasonably withheld).

8. Disclaimer of Warranties

THE DEVELOPER PLATFORM, XERO SERVICE AND ALL OTHER XERO MATERIALS (DEFINED BELOW) ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". XERO AND ITS THIRD PARTY LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR ANY PURPOSE. XERO MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE (A) RELATED TO RELIABILITY, ACCURACY, OR COMPLETENESS OF THE DEVELOPER PLATFORM OR ANY XERO MATERIALS, (B) THAT XERO WILL CONTINUE TO OFFER THE DEVELOPER PLATFORM OR (C) THAT USE OF ANY XERO MATERIALS WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE OR MEET PARTNER'S REQUIREMENTS OR EXPECTATIONS. You may have other statutory rights, in which case the disclaimers above will apply to the full extent permitted by law.

9. Limitation of Liabilities

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) XERO WILL NOT BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER LIABILITY RELATED TO THE XERO MATERIALS OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY; AND (B) IN ANY EVENT XERO'S ENTIRE AGGREGATE LIABILITY UNDER THESE TERMS WILL BE LIMITED TO THE GREATER OF (1) THE AMOUNT YOU PAID US (IF ANY) TO USE THE DEVELOPER PLATFORM IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR (2) ONE THOUSAND U.S. DOLLARS (US\$1,000). You acknowledge and agree that this Section 9 reflects a reasonable allocation of risk and that Xero would not enter into these Terms without these liability limitations. This Section 9 will survive notwithstanding any limited remedy's failure of essential purpose.

10. Intellectual Property Rights and Additional Terms

a. Xero Independent Development and Patent Issues

You understand and acknowledge that Xero may be independently creating (or may receive from third parties) features, applications, content, or other products or services that may be similar to or competitive with Your Application, and nothing in these Terms will be construed as restricting or preventing Xero from doing so. In addition, in order to allow others to benefit from the Developer Platform, you agree not to assert (or assist or encourage anyone in asserting) any patent claims against Xero (or its users, customers partners or developers, or Xero's or their respective successors, assigns) where such patent claim relates to the integration, combination or interface of any applications, products or services with the Xero Service or our other products or services.

b. Developer Exception to Privacy Policy

Xero may reveal personal information about developers for attribution purposes, handling inquiries from users or potential users, and other purposes Xero reasonably deems necessary under these Terms. You understand and agree that Xero may access, preserve, and disclose your personal information and your developer account details if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to comply with legal process or to protect the rights, property, or safety of Xero, its affiliates or partners, its users, or the general public.

c. Xero Rights

As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and the Developer Platform, Xero Service, Xero's Brand Features, our other products and services, and all related technology, websites and content, and any modifications or derivative works of the foregoing (collectively, the "Xero Materials"). Except for the limited use right expressly granted to you under these Terms, Xero does not grant you any right, title, or interest in the Xero Materials. You have no obligation to give us any suggestions, comments or other feedback relating to the Xero Materials ("Feedback"). If you provide us with Feedback, you grant us a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify, sublicense (through multiple tiers) and otherwise

exploit the Feedback (including any ideas, concepts, methods, know-how or techniques embodied in Feedback) for any purpose, without any restriction or obligation to you based on intellectual property rights or otherwise.

d. Your Application

You retain ownership of any intellectual property rights in Your Applications, subject to Xero's rights in any underlying Xero Materials. You agree to provide us with a reasonable number of copies of or other access to Your Applications. During the term of these Terms, you hereby grant to us a paid-up, royalty-free, non-exclusive, worldwide, irrevocable, right and license, under all of your intellectual property rights, to: (a) use, perform, and display Your Application and its content for purposes of our internal testing purposes (including security testing) and for marketing, demonstrating, and making Your Applications available to users; and (b) link to and direct users to Your Application. Following the termination of these Terms and upon written request from you, Xero will make commercially reasonable efforts, as determined in its sole discretion, to remove all references and links to Your Applications from Xero's website and the Xero Service. Xero has no other obligation to delete copies of, references to, or links to Your Applications.

11. Confidential Information

a. Xero Confidential Information.

Xero may provide certain information to you that is confidential or proprietary ("Xero Confidential Information"). Xero Confidential Information consists of (a) your access keys or logins for the Developer Platform, any non-public elements of the Developer Platform or any pre-release information about the Xero Service and (b) anything identified or marked as "Confidential" or "Proprietary" or that you should reasonably understand to be confidential or proprietary under the circumstances. You may use Xero Confidential Information only for the purposes of these Terms. You may not disclose any Xero Confidential Information to third parties, other than your employees, agents and advisors with a need to know and for whom you agree to remain responsible under these Terms.

b. Your Confidential Information.

You should not disclose any information to Xero that you consider to be confidential. To avoid any potential confusion, you agree that any unsolicited information you provide to Xero in relation to the Developer Platform will be non-confidential and that Xero may use it under the same terms as for Feedback above. However, this Section 11(b) does not apply to the extent you have entered into a separate non-disclosure agreement (NDA) or other confidentiality terms with Xero addressing your confidential information in relation to the Developer Platform.

12. Term and Termination

These Terms remain in effect until terminated. You may terminate these Terms at any time by ceasing all use of the Developer Platform and notifying Xero. We may terminate these Terms for any reason or any reason upon ten (10) days' notice to you. In addition, we may suspend or terminate these Terms (or your use of all or any of the Developer Platform) immediately if we believe you have violated these Terms, if we believe the use of Your Application with the

Developer Platform is not in our or our users' best interests, if we cease to offer the Developer Platform or as required by Laws.

Upon termination of these Terms:

- all rights and licenses granted to you will terminate immediately and you must stop using all Xero Materials (unless you have a separate right to use them under another agreement with Xero);
- neither party is liable to the other party just because the agreement has been terminated; and
- you must permanently delete all Xero Confidential Information and any other data which you stored pursuant to your use of the Developer Platform (other than User Data you have received and are using in accordance with Section 7(a)) and, at Xero's request, you will confirm such destruction;
- Sections 7 (Your Responsibilities) through 15 (General) will survive.

13. Modification to Terms

We may modify these Terms or any additional terms that apply to the Developer Platform occasionally, for example, to reflect changes to the Laws, changes to the Developer Platform or for other reasons in our discretion. We'll post notice of modifications to these Terms or the additional terms within the documentation for the Developer Platform. Changes are effective thirty (30) days after they are posted. However, changes specific to new functionality for the Developer Platform, changes made for legal reasons, and any changes to our Documentation or referenced policies will be effective immediately. You may be required to accept the modified Terms in order to continue using the Developer Platform, and in any event you agree that your continued use of the Developer Platform after the changes become effective constitutes acceptance of the modified terms. Except as set forth in this Section 13, all amendments must be in writing and signed by both parties.

14. Additional Terms for Financial Services

These additional terms ("Additional Financial Services Terms") apply to any and all of Your Applications that provides a financial product or service, including, without limitation, any product or service that informs or facilitates the delivery, referral, pricing, analysis, comparison, recommendation, crowd or peer-to-peer funding, or otherwise of a financial product or service (collectively, "Financial Services"). For the avoidance of doubt, the definition of financial product or service includes, but is not limited to, payments (payables or receivables), lending, foreign currency, insurance, retirement funding, Invoice factoring or discounting, trade financing, asset finance, credit and debit card products, marketplace capital raising, asset management and trade, commodity trade and origination of new bank accounts. Whether you are a new or existing user of the Developer Platform, you are prohibited from using the Developer Platform unless you obtain Xero's written consent to each Financial Services use case ("Valid Permission"). Go to [Xero Financial Services – Partners](#) to submit your details and contact your applicable Xero representative.

If you use the Developer Platform and provide Financial Services, then you represent, warrant and covenant on a continuing basis that you:

- Have obtained Valid Permission from Xero for each Financial Services use case relating to Your Applications;
- Will not use the Developer Platform for generating a lead for another financial service provider, for populating, informing, or distributing enquiries or applications for another financial services provider;
- Will not act as an aggregator/distributor of above mentioned leads, enquiries, or applications populated with Xero subscription data or in any other way facilitated by the Xero API;
- Will not use the Developer Platform for development or enablement of a price comparison tool for Financial Services;
- Will not imply, directly or otherwise, that Xero endorses, underwrites, brokers or makes any warranties or commitments around Financial Services;
- Will comply with all Laws pertaining to the provision of Financial Services;
- Will immediately notify Xero of any additional intended Financial Services use cases for Your Applications (whether new or existing applications), and obtain Valid Permission for those new use cases prior to implementing them. For the avoidance of doubt, Valid Permission extends solely to use cases specified at the time Valid Permission is obtained.

15. General

a. Entire Agreement; Waiver; Severability; Interpretation; Assignment; Remedies.

Except as set forth in Section 3 (Registration) regarding the Xero Service Terms, these Terms constitute the entire agreement between Xero and you with respect to the subject matter in these Terms, and they supersede any and all prior proposals (oral and written), understandings, representations and other communications between you and us. They do not create any third party beneficiary rights. If you do not comply with these Terms, and Xero does not take action right away, this does not mean that Xero is giving up any rights that it may have (such as taking action in the future). If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. In these Terms, "including" (and similar terms) are to be construed without limitation, and headings are for convenience only. You may not assign these Terms, in whole or in part, without Xero's prior written consent, and any assignment without such consent is null and void. Xero may assign, transfer or delegate these Terms in its discretion. You acknowledge that your breach of these Terms may cause irreparable harm to Xero, the extent of which would be difficult to ascertain. Accordingly, you agree that, in addition to any other remedies to which Xero may be legally entitled, Xero will have the right to seek immediate injunctive relief in the event of a breach of these Terms by you or any of your officers, employees, consultants, or other agents.

b. Governing Law and Venue; Arbitration (U.S. only) and Waiver of Jury Trial (U.S. only).

If your principal place of business is in the U.S.A.: the laws of California, U.S.A., excluding California's choice of law rules, and the U.S. Federal Arbitration Act, and applicable U.S. federal law, applies to any disputes arising out of or related to these Terms or the Xero

Materials. All claims arising out of or relating to these Terms or the Xero Materials will be resolved by binding arbitration conducted by the American Arbitration Association (AAA) in San Francisco County, California, rather than in court. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms as a court would. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights or our Confidential Information. You agree that all claims will be resolved exclusively in San Francisco County, California, and you consent to personal jurisdiction there, and waive any claim of forum non-conveniens.

If your principal place of business is in Australia: Australian law applies to any claims arising out of or related to these Terms or the Xero Materials and we both agree to the exclusive jurisdiction of the courts of Australia for resolution of all such claims.

If your principal place of business is in the United Kingdom: the laws of England and Wales apply to any claims arising out of or related to these Terms or the Xero Materials and we both agree to the exclusive jurisdiction of the courts of England and Wales for resolution of all such claims.

If your principal place of business is in New Zealand, or any other jurisdiction besides the U.S.A., Australia or the U.K.: New Zealand law applies to any claims arising out of or related to these Terms or the Xero Materials and we both agree to the exclusive jurisdiction of the courts of New Zealand for resolution of all such claims.