BITPANDA API TERMS

VERSION 1.0.0, DATED 22 MAY 2026

1 Introduction to these Product Terms

1.1 **Scope.** These "**API Terms**" set out the additional terms and conditions for the option to use (i) the Bitpanda Fusion API ("**Bitpanda Fusion API Services**"), which enables you to programmatically access certain functionalities of Bitpanda Fusion via an application programming interface in order to retrieve market data, place and manage trading orders, and access account information in an automated manner, and (ii) the Bitpanda Broker API ("**Bitpanda Broker API Services**" and, together with the Bitpanda Fusion API Services, the "**API Services**"), which enables you to programmatically access certain functionalities of the Bitpanda Platform, (the Bitpanda Fusion API and the Bitpanda Broker API together, the "**APIs**").

References in these API Terms to access to, or use of an API include access to, or use of that API through any client, interface, MCP server, software development kit or any other access tool, which may be further described in the public documentation Bitpanda makes available with regards to the API Services ("**API Documentation**").

In addition to the provisions set out in this document, the general provisions of your "Bitpanda Fusion Terms", "User Agreement" and the "E-Token Terms" apply to your use of the API Services.

1.2 **Contracting Party.** The API Services are provided by Bitpanda GmbH ("**Bitpanda**") and the API Terms are entered into between (i) Bitpanda and (ii) you (the "**Client**" or "**you**").

1.3 **Conflict of terms.** In the event of a conflict between these API Terms and the User Agreement or other Product Terms, the provisions of these API Terms shall prevail solely with respect to the provision of services explicitly outlined herein. For matters not addressed in these API Terms, the User Agreement or relevant Product Terms shall apply.

1.4 **Definitions.** Terms used herein with a capital first letter and not otherwise defined herein shall have the meaning given to them in the User Agreement or other Product Terms.

1.5 **API Documentation.** The technical specifications applicable to each of the APIs, including their respective scope, available endpoints and applicable rate limits (which may differ between the Bitpanda Fusion API and the Bitpanda Broker API), are set out in the Fusion API Documentation, the Broker API Documentation, and may be updated or amended from time to time.

1.6 **Amendments.** Bitpanda may amend or modify these API Terms in accordance with section 12 of the User Agreement.

2 Use of the APIs

2.1 **Scope of services.** Bitpanda offers selected Clients programmatic access to Bitpanda Fusion and the Bitpanda Broker offering via the API Endpoints or other functional interface (whether REST, MCP, command-line, WebSocket or otherwise) made available by Bitpanda as part of an API and described in the API Documentation ("**Endpoint**"), in particular for market data retrieval, Order placement and management, and account information. Bitpanda may enable additional API Services and/or extend the scope of offered services at its own discretion including but not limited to WebSocket support.

2.2 **Order processing.** Any Order submitted via the Bitpanda Fusion API constitutes an Order on Bitpanda Fusion within the meaning of the Bitpanda Fusion Terms, and the Bitpanda Fusion Terms (including those on Order Types, Trades, Mistrades, settlement, Delisting, fees, liability and risks) apply accordingly. Any Transaction submitted via the Bitpanda Broker API is governed by the User Agreement, the E-Token Terms and any other Product Terms applicable to the Bitpanda Platform offering, which apply accordingly.

2.3 **Discretionary changes.** Bitpanda may, at its sole discretion, add, modify, restrict or remove Endpoints, scopes, parameters and other features of either of the APIs, and restrict its availability to specific Clients, in each case as reflected in the API Documentation.

3 API Keys

3.1 To use either of the APIs, you must generate your API Key via your Bitpanda Account, which may require two-factor authentication and the selection of the relevant API as well as one or more permission scopes (Read, Trading and/or Transfer). You may generate and operate multiple API Keys at the same time.

3.2 Parts of the API Key scope (Read, Trading and/or Transfer) may not be enabled or functioning as reflected in the API Documentation. Bitpanda may restrict, modify or disable the availability of any Scope as reflected in the API Documentation.

3.3 Each API Key has a maximum validity period of one (1) year from generation, after which it expires automatically.

3.4 You must keep API Keys strictly confidential. Any request to either of the APIs correctly authenticated using a valid API Key will be deemed to have been issued by you, and you remain solely responsible for all activity carried out under it.

4 Rate Limit and Permitted Use

4.1 Each API is subject to a rate limit applicable to its Endpoints, as set out in these API Terms or in the API Documentation (the "**Rate Limit**"). Unless otherwise specified in the API Documentation, the Rate Limit for all Endpoints of the Bitpanda Fusion API is 1,000 requests per minute, per API Key. The Rate Limits applicable to the Bitpanda Broker API may differ and are set out in the corresponding API Documentation. Bitpanda may change the applicable Rate Limit, apply different limits to specific Endpoints or specific Clients, and reject requests in excess of the applicable Rate Limit.

4.2 You must use the APIs only in accordance with the API Documentation and applicable law, and must not (i) exceed the applicable Rate Limit, (ii) engage in market manipulation or any other prohibited or abusive use, (iii) circumvent or interfere with security or rate-limiting features, or (iv) use either of the APIs to provide services to third parties without Bitpanda's prior written consent.

5 Suspension and Termination

5.1 Without prejudice to Bitpanda's rights under section 7 of the User Agreement and Section 6.6 of the Bitpanda Fusion Terms, Bitpanda may, at its sole discretion, suspend or restrict your access to either or both of the APIs, revoke or suspend any API Key, reject individual requests or reduce the Rate Limit applicable to you, in particular in case of breach of these API Terms, suspected compromise of an API Key, technical issues or legal/regulatory requirements.

5.2 You may terminate the use of the APIs at any time with immediate effect by revoking your API Keys. Bitpanda may terminate your access to either or both of the APIs by giving four weeks' prior notice via email or, for good cause (aus wichtigem Grund), with immediate effect.

6 Liability and Risks

6.1 Bitpanda's liability in connection with the APIs (including in respect of unavailability, the application of the Rate Limit, suspensions under Section 5, integration errors and any unauthorised use of an API Key resulting from your failure to keep it confidential) is limited in accordance with Section 10 of the Bitpanda Fusion Terms and Section 10 of the User Agreement.

6.2 The risks set out in Section 12 of the Bitpanda Fusion Terms and Annex III to the User Agreement apply to your use of the APIs. In addition, the following risks are particularly relevant to programmatic access via the APIs:

(a) **Automation risk.** Errors, defects or unintended behaviour in your systems, bots, scripts or strategies (including incorrect parameters, unintended loops, faulty signal logic or runaway processes) may result in a high frequency of Orders or Transactions, unintended Orders or Transactions, partial fills or Orders being filled at prices significantly different from the most recent Market Price, in each case at your sole risk.

(b) Latency and connectivity risk. Network latency, packet loss, timeouts, clock drift, DNS issues or congestion on the public internet or on your own infrastructure may delay or prevent the submission, modification, cancellation or confirmation of Orders, and price information returned via the APIs may be stale by the time you act on it.

(c) Rate limiting and throttling risk. Requests in excess of the applicable Rate Limit (or any additional throttling mechanism applied by Bitpanda) may be rejected or delayed, including in respect of time-critical Orders, modifications or cancellations.

(d) API Key compromise risk. An API Key constitutes access credentials to your Bitpanda Account. Loss, theft, leakage or unauthorised use of an API Key (including through insecure storage in source code repositories, configuration files, logs or third-party services) may result in unauthorised Orders, Transactions and losses for which you remain solely responsible in accordance with Section 3.4.

(e) Integration and version risk. Bitpanda may, in accordance with Sections 2.3, 4.1 and 5, modify, deprecate or discontinue Endpoints, parameters, response formats, Scopes or rate limits, in each case as reflected in the API Documentation. A failure to keep your integration up-to-date may result in errors, rejected requests or unintended behaviour.

(f) Third-party tooling risk. Bitpanda has no influence on, and assumes no responsibility for, any third-party libraries, SDKs, aggregators, hosting providers or other tools that you may use to interact with the APIs, including their availability, security, accuracy or compliance with applicable law.

You are solely responsible for the design, testing, monitoring, security and operation of any system, bot, script or strategy interacting with the APIs, for the protection of your API Keys, and for the consequences of any of the above risks materialising.