

General AUP for Download/Upload

PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SITE

WHAT'S IN THESE TERMS?

This acceptable use policy sets out the content standards that apply when you browse our site, download content from our site, upload content to our site, link to our site, or interact with our site in any other way,

WHO WE ARE AND HOW TO CONTACT US

The FCA NSM is a site operated by the Financial Conduct Authority ("We").

We are registered in England and Wales under company number 01920623 and have our registered office at 12 Endeavour Square, Stratford, London, E20 1JN.

BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept the terms of this policy and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

Our [Terms of website use](#) also apply to your use of our site.

Additional Terms will apply if you wish to upload documents to our site; you will have an opportunity to review these additional terms prior to document upload.

WE MAY MAKE CHANGES TO THE TERMS OF THIS POLICY

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

These terms were most recently updated on 18th February 2020.

PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards, set out below.

- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our [terms of website use](#).
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

CONTENT STANDARDS

These content standards apply to any and all material which you upload to our site (**Upload**).

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

The FCA will determine, in its discretion, whether an Upload breaches the Content Standards.

An Upload must:

- Be accurate (where it states facts).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

An Upload must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual

orientation or age.

- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from the Financial Conduct Authority.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

Where you are uploading any content to our site on behalf of another person, you warrant that you have been granted authority by that third party to undertake that upload on their behalf. and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

BREACH OF THIS POLICY

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of [the terms of use](#) upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent removal of any information uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.

- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy to the extent permitted by law. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that the terms of this policy, its subject matter and its formation are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, the terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.