

Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

WHAT'S IN THESE TERMS?

These terms tell you the rules for using our FCA NSM website <https://data.fca.org.uk/#/nsm/nationalstoragemechanism> (**this site**). This site is the National Storage Mechanism ("NSM") required by Article 21 of the Transparency Directive 2013.

WHO WE ARE AND HOW TO CONTACT US

The FCA NSM website <https://data.fca.org.uk/#/nsm/nationalstoragemechanism> 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 THIS SITE YOU ACCEPT THESE TERMS

By using this site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use this site. We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of this site:

- Our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of this site. When using this site, you must comply with this Acceptable Use Policy.
- Our [Cookie Policy](#), which sets out information about the cookies on this site.

We amend these terms from time to time. Every time you wish to use this site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 19th March 2020.

WE MAY MAKE CHANGES TO THIS SITE

We may update and change this site from time to time.

WE MAY SUSPEND OR WITHDRAW THIS SITE

This site is made available free of charge.

We do not guarantee that this site, or any content on it, will always be available or be uninterrupted.

We may suspend or withdraw or restrict the availability of all or any part of this site for business, operational and/or security reasons; where this is necessary we will, where practicable, provide reasonable notice of any suspension, withdrawal or restriction.

You are also responsible for ensuring that all persons who access this site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the agreement.

HOW YOU MAY USE MATERIAL ON THIS SITE

We are the owner of all intellectual property rights in this site, and in the material published on it save that, where document(s) have been uploaded to this site by a third party, that third party assigns to the FCA an unlimited worldwide non-exclusive licence to publish those documents. All works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may use the material and documents contained in the NSM for any lawful purpose not otherwise excluded by these terms and conditions or the Acceptable Use Policy. You may not, for the avoidance of doubt, use the FCA's name, logo or any other identifying mark for any purpose.

ACCURACY AND RELIANCE

The content on this site is provided for general information only. It is not intended to amount to advice on which you should rely.

You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on this site.

Although we make reasonable efforts to provide the information on this site, we make no representations, warranties or guarantees, whether express or implied, that the content on this site is accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where this site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

USER-GENERATED CONTENT IS NOT APPROVED BY US

This website includes information and materials uploaded, filed or otherwise provided by other users of the site. This information and these materials have not have been verified or approved by us.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

- We exclude liability to you for any reason (including but not limited to any liability for indirect or consequential losses) save that we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to this site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, this site; or
 - use of or reliance on any content displayed on this site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- We have no liability to you to the fullest extent permitted by law for any losses you may suffer, including but not limited to loss of profit, loss of business, business interruption, or loss of business opportunity.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our [privacy policy](#).

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

Where you are submitting information to be filed on the NSM, you must keep your account details secure and not share them with any third party. For further information, please see our website: <https://www.fca.org.uk/markets/ukla/regulatory-disclosures/national-storage-mechanism>

UPLOADING CONTENT TO THIS SITE

Whenever you make use of a feature that allows you to upload content to this site, you must comply with the content standards set out in our [Acceptable Use Policy](#).

For the avoidance of doubt, for the purposes of this document, a reference to upload or uploading includes a reference to the filing of information via a data feed or via the Electronic Submission System (ESS).

You warrant that any such contribution does comply with those standards, 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.

Any content you upload to or file on this site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, save that you grant the FCA an unlimited worldwide non-exclusive licence to publish that content and you grant other users of this site a limited licence to use, store and copy that content and to distribute and make it available to third parties including for any lawful commercial purpose.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to this site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on this site if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).

You are solely responsible for securing and backing up your content.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that this site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access this site. You should use your own virus protection software.

You must not misuse this site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

You must not attempt to gain unauthorised access to this site, the server on which this site is stored or any server, computer or database connected to this site.

You must not attack this site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use this site will cease immediately.

RULES ABOUT LINKING TO THIS SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to this site in any website that is not owned by you.

This site must not be framed on any other site, nor may you create a link to any part of this site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their 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, these terms of use, their subject matter and their formation (and any noncontractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.