1. What is FSI Connect?

FSI Connect is an e-learning tool provided by the Financial Stability Institute (“FSI”) at the Bank for International Settlements (the “BIS”) with the assistance of Intuition Publishing Limited (“Intuition”). The primary purpose of FSI Connect is to support capacity building in central banks and supervisory authorities worldwide. FSI Connect is available via the internet under www.fsiconnect.org.

This document (the “FSI Connect Terms of Use”) and a duly completed FSI Connect subscription form (the “Subscription Form”) contain the terms on which access is granted to FSI Connect, and are together referred to as “this Agreement”.

The institution referred to in the Subscription Form (the “Subscriber”) agrees to observe the terms of this Agreement.

2. Defined Expressions

In this Agreement:

<table>
<thead>
<tr>
<th>Expression</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Authorised Users”</td>
<td>means individuals registered as users of FSI Connect;</td>
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<tr>
<td>“FSI Connect Administrator”</td>
<td>means the administrator of FSI Connect at the FSI, as notified by the FSI to Authorised Users from time to time;</td>
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<tr>
<td>“FSI Connect Material”</td>
<td>means the FSI Connect material accessible through the FSI Connect website, including the FSI Connect tutorials referenced in the Subscription Form;</td>
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<tr>
<td>“Intellectual Property Rights”</td>
<td>means any copyright, database rights, patents, patentable material, designs, trade secrets, confidential information, know-how, trademarks, service marks or other industrial or intellectual property rights, and any applications for any of the foregoing (whether registered or not and whether registrable or not);</td>
</tr>
<tr>
<td>“Local Administrator”</td>
<td>means the administrator of FSI Connect at the Subscriber, as notified by the Subscriber to the BIS;</td>
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</table>
“Subscription Period” means the period during which a Subscriber is granted access to FSI Connect, as set out in the Subscription Form; and

“Total Authorised Users” means the maximum number of Authorised Users of the Subscriber permitted access to FSI Connect at any time during the Subscription Period, as set out in the Subscription Form.

3. Access to FSI Connect

3.1 Licence of FSI Connect Material

(a) On the terms of this Agreement, the BIS hereby grants the Subscriber a non-exclusive licence for each of its Authorised Users to use the FSI Connect Material during the Subscription Period. The BIS reserves the right to update or amend the list of tutorials included in the FSI Connect Material at any time by giving notice to the Subscriber, including through an announcement on the FSI Connect website.

(b) At the end of each Subscription Period, and unless otherwise provided for in this Agreement, this Agreement shall automatically renew for a period equal in length to the previous Subscription Period and on the terms set out herein, unless:

(i) either the BIS or the Subscriber gives notice to the other pursuant to clause 9 (Termination of Agreement) of its intention to terminate the Agreement; or

(ii) the Subscriber revises its subscription by submitting a new Subscription Form for the next Subscription Period, not less than one month before the end of the current Subscription Period, in which case the Agreement shall be renewed on the terms contained in that Subscription Form; or

(iii) the new Subscription Form is submitted to the BIS less than one month before the end of the Subscription Period, in which case the BIS has the right to decide not to renew the Agreement on the terms contained in the new Subscription Form; or

(iv) the Subscriber increases the number of Total Authorised Users by submitting a new Subscription Form in accordance with clause 10.2 hereto, in which case the Agreement shall be renewed on those terms.
(c) The total number of Authorised Users of the Subscriber shall not at any time exceed the Total Authorised Users.

(d) The Subscriber agrees that its Authorised Users shall use the FSI Connect Material for internal capacity building purposes only, and also agrees that it shall not (and shall also ensure that its Authorised Users do not):

(i) sub-licence or otherwise disclose or provide a copy of any FSI Connect Material to any person who is not an Authorised User;

(ii) permit the user identification or password or both of any of its Authorised Users to be shared amongst its staff or disclosed to any other person; or

(iii) copy, adapt, reverse engineer, decompile, disassemble or modify any FSI Connect Material, except to the extent this is consistent with the restrictions described above and is legitimately required for the capacity building of its Authorised Users in the topics with which the FSI Connect Material is concerned.

(e) The Subscriber authorises the BIS and its agents or contractors to access the data and statistics generated from the use of FSI Connect by its Authorised Users, to confirm that the Subscriber is observing the terms of this Agreement.

(f) Upon the termination of this Agreement for whatever reason, the Subscriber shall return to the BIS or certify in writing to the BIS as destroyed all copies of the FSI Connect Material that it has in its possession, in whole or in part, and in any form.

(g) To the extent that Intellectual Property Rights in the FSI Connect Tutorials have been licensed to the BIS by Intuition, Intuition may enforce any provision of this clause 3.1 (Licence of FSI Connect Material), as if it were a party to this Agreement.

3.2 Authorised Users

(a) In consultation with the Subscriber, the FSI Connect Administrator shall determine and assign the appropriate access rights of each Authorised User to FSI Connect. The Subscriber may request that the Authorised User’s FSI Connect access rights be modified or withdrawn at any time by notifying the FSI Connect Administrator.
(b) The BIS may assume that any data transmission to FSI Connect using a user identification and password has been sent by the Authorised User to whom it has been allocated without any further investigation or enquiry.

(c) Notwithstanding the above, the Subscription Form may give the Subscriber the right to administer FSI Connect access rights to its Authorised Users to the extent specified in the Subscription Form. Where this is the case, the Local Administrator shall allocate, delete or transfer, as appropriate, the FSI Connect access rights of each of its Authorised Users, subject to clause 3.1(c) above.

4. Suitability of FSI Connect Material

Whilst the BIS has tried to ensure that the FSI Connect Material is accurate and appropriate for capacity building purposes in the topics covered, it is not in a position to provide any guarantee, assurance or warranty as to the results, standard of expertise or competency which will be attained by any Authorised User who uses FSI Connect.

5. Information supplied to FSI Connect

The Subscriber:

(a) agrees to take reasonable care to ensure that any information or other material which its Authorised Users supply to FSI Connect is at all times appropriate and is as accurate as could reasonably be expected; and

(b) warrants that this information or material was not supplied in breach of copyright, any duty of confidence or any other legal obligation.

6. Connections to FSI Connect

6.1 The Subscriber is responsible for providing and maintaining the necessary communications lines, servers and all other equipment to enable its Authorised Users to obtain access to FSI Connect, and for bearing any associated costs.

6.2 Although the BIS will use its reasonable efforts to ensure that the technical infrastructure required to support FSI Connect operates effectively, it shall not be responsible for any technical delays, interruptions or failures in respect of its operation of FSI Connect, nor for any loss or damage suffered by the Subscriber as a result of any of these events.
6.3 The Subscriber is responsible for performing any appropriate scanning or other anti-virus precautions in relation to any document which its Authorised Users wish to download from FSI Connect. Although the BIS will use its reasonable efforts to ensure that documents available on FSI Connect do not contain viruses, it shall not be responsible for any loss or damage to the computer systems of any person caused by any documents downloaded from FSI Connect.

7. Subscription Fee

7.1 The Subscriber agrees to pay the BIS a subscription fee for access by its Authorised Users to FSI Connect during the Subscription Period. The amount of the subscription fee and the other payment terms are set out in the Subscription Form.

7.2 The subscription fee shall be paid net of and without deduction or withholding on account of any tax or other charge of a similar nature (“Tax Deduction”), unless such Tax Deduction is required by law. The Subscriber shall, promptly upon becoming aware that a Tax Deduction is required by law, notify the BIS accordingly. If a Tax Deduction is required by law, the Subscriber shall increase the amount of the payment to an amount which (after making any Tax Deduction) leaves an amount equal to the payment that would have been due if no Tax Deduction had been required.

7.3 The BIS reserves the right to alter the subscription fee at the end of the Subscription Period upon giving not less than three months’ notice to the Subscriber in writing, including by email.

8. The FSI Connect facility

8.1 Changes

The BIS may make changes to the structure, management or content of FSI Connect at any time without prior notice, although it will try to give prior notice of such changes if this is practicable.

8.2 Suspension

The BIS may suspend the FSI Connect facility at any time and without prior notice for any reason (including, but not limited to, technical or security issues) for any
period it considers necessary, although it will try to give prior notice if this is practicable.

8.3 **Withdrawal of FSI Connect**

The BIS may withdraw the FSI Connect facility at any time and for any reason, although it will try to give the Subscriber and its Authorised Users reasonable prior notice. It will also refund to the Subscriber any portion of the subscription fee already paid by the Subscriber which relates to that part of the Subscription Period during which the FSI Connect facility is no longer available.

9. **Termination of Agreement**

9.1 **General**

The BIS or the Subscriber may terminate this Agreement at the end of each Subscription Period by giving not less than two months’ prior written notice to the other party.

9.2 **Breach of this Agreement**

If a Subscriber fails to observe any of the terms of this Agreement and does not remedy such failure within the period of time specified by the BIS (or, if no period is specified, within a reasonable time), the BIS may take any appropriate remedial measures, including terminating this Agreement if necessary.

10. **Other matters**

10.1 **Amendment to FSI Connect Terms of Use**

The BIS may amend the FSI Connect Terms of Use at any time by posting an amendment on the portal home page in FSI Connect. The amendment shall become effective within the period of time specified in the notice.

10.2 **Amendment to number of Total Authorised Users**

In the course of the Subscription Period then in force, a Subscriber may, upon written agreement by BIS, increase the number of Total Authorised Users set out in the Subscription Form, provided the increase is substantial (eg 30% or more).
10.3 **Inconsistency**

If there is any inconsistency between the FSI Connect Terms of Use and the Subscription Form, the Subscription Form shall prevail.

10.4 **Instructions**

The Authorised Users of the Subscriber shall follow any instructions given by the FSI Connect Administrator regarding the use of FSI Connect, provided such instructions are not inconsistent with this Agreement.

10.5 **Governing law**

This Agreement shall be construed in accordance with and governed by the laws of Switzerland. The courts of Basel, Switzerland, shall have exclusive jurisdiction for disputes arising out of or in connection with this Agreement.