

# FS REGISTER EXTRACT SERVICE

<b>"FCA":</b>	<b>The Financial Conduct Authority</b> of FS Register – Business Systems Management Team, Authorisations Division, The Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN
<b>"Subscriber":</b>	<i>Do not complete; for illustration purposes only</i>
<b>Date:</b>	

This Agreement is made on the date set out above subject to the terms set out in the Schedules listed below which both the FCA and the Subscriber undertake to observe in the performance of this Agreement. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

The FCA shall supply to the Subscriber, and the Subscriber shall acquire and pay for, the Services described in **Schedule 1** on the terms of this Agreement.

## Schedules

<b>Schedule 1</b>	Special Conditions
<b>Schedule 2</b>	General Terms and Conditions
<b>Schedule 3</b>	Additional Terms: Re-use licence

In the event of any conflict between the terms set out in the Schedules, the Schedules shall prevail in the order in which they appear in the Agreement. For the purposes of the provision of the Services, the terms of this Agreement shall prevail over any other terms and conditions issued by either party (whether on a purchase order or otherwise).

Any term defined in a Schedule shall have the meaning given in that Schedule when used throughout this Agreement (unless the context requires otherwise).

This Agreement shall only become binding on the FCA upon its signature by an authorised signatory of the FCA subsequent to signature by or on behalf of the Subscriber, subject to receipt of payment by the FCA of the Subscription (in the case of a Single Use agreement) or the Initial Subscription (in the case of a Weekly Use or Monthly Use agreement). If the Subscription or Initial Subscription (as appropriate) has not been paid at the date of signature by the FCA, this Agreement shall only become binding on the date that the Subscription or Initial Subscription has been received by the FCA.

### Signed by the duly authorised representative of THE FINANCIAL CONDUCT AUTHORITY

<b>Name:</b>		<b>Signature:</b>	
<b>Position:</b>		<b>Date:</b>	

### Signed by the duly authorised representative of

<b>Name:</b>		<b>Signature</b>	
<b>Position:</b>		<b>Date:</b>	

The Subscriber should sign two copies of this Agreement and both should then be sent to the FS Manager, FCA. Following signature by the FCA, one of the copies will be returned to the Subscriber.

## Schedule 1

### Special Conditions

Variables			
"FS Register Extract"	<input checked="" type="checkbox"/> Firms extract	<input type="checkbox"/> Firms extract and individuals extract	
"Frequency"	<input type="checkbox"/> "Single Use" One off copy of the FS Register Extract supplied to the Subscriber	<input checked="" type="checkbox"/> "Weekly Use" Supply of weekly FS Register Extract updates to the Subscriber	<input type="checkbox"/> "Monthly Use" Supply of monthly FS Register Extract updates to the Subscriber
"Media"	<input type="checkbox"/> "Hard Copy" Supply of the FS Register Extract to the Subscriber by way of CD.	<input checked="" type="checkbox"/> "Data Download" Supply of the FS Register Extract to the Subscriber by internet based download facilities, further detail of which is set out in Schedule 2, paragraph 2(b).	
"Services"	The services shall comprise Monthly Use of the FS Register Extract on Media and as specified in the Subscribers' Handbook. The Subscribers' Handbook and any descriptive matter or advertising issued by the FCA are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Agreement or have any contractual force.		
"Subscription"	The Initial Subscription plus the annual subscription of £974.00 plus VAT.		
"Term"	This Agreement shall take effect from the date of signature by the FCA, providing the Initial Subscription has been paid in full within 28 days of the date of such signature, for the duration of the period from the date this Agreement takes effect to 31 March 2019 the ("Initial Period"), and will continue for successive one year terms until the Agreement is terminated in accordance with Schedule 2. If the Subscriber will not be able to pay the Initial Subscription within 28 days of the date of signature by the FCA, the FCA may agree to an extension, in which case the Agreement will come into effect on the date that the Initial Subscription has been received by the FCA.		
"Use"	<input type="checkbox"/> "Own Use" Supply of the Services for use by and for the benefit of the Subscriber.	<input checked="" type="checkbox"/> "Compliance Use" Supply of the Services for the purpose of the Subscriber ascertaining compliance of companies and individuals with the Financial Services and Markets Act 2000.	<input type="checkbox"/> "Resale Use" Supply of the Services for use by and for the benefit of the Subscriber, including the option to re-sell. Note: Where this option is selected Schedule 3 will apply.

## SCHEDULE 2

### General Terms and Conditions

#### 1) Interpretation

- a) **Definitions.** In this Agreement, the following definitions apply:
- i) **"Business Days"** means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
  - ii) **"Data Protection Legislation"** means the Data Protection Act 1998, or, from the date it comes into effect in the UK, the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time);
  - iii) **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
  - iv) **"FS Register"** means the FCA's public record of financial services firms, individuals and other bodies which fall under the jurisdiction of the FCA and which provides an online search facility for firms that are or have been regulated by the FCA under the Financial Services and Markets Act 2000;
  - v) **"FS Register Extract"** means an extract of the FS Register containing the information set out in Schedule 1 which is provided to the Subscriber in accordance with the Services;
  - vi) **"Media"** means the computer media upon which the Services are provided or provision for download of the data, as specified in Schedule 1;
  - vii) **"Spectrum Data Management"** means Spectrum Data Management Limited registered in England and Wales with company number 05821010 and whose registered office is at 130 Shaftsbury Avenue, Second Floor, London, W1D 5EU; and
  - viii) **"Subscriber Handbook"** means the handbook issued and updated by the FCA from time to time and which explains the administration of the FS Register;
- b) **Construction.** In this Agreement, the following rules apply:
- i) the descriptive headings of the paragraphs of this Schedule are inserted for convenience only and do not constitute a part of this Agreement;
  - ii) a reference to a party includes its successors or permitted assigns;
  - iii) references to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and a reference to a statute or statutory provision includes any subordinate legislation made under the statute or statutory provision, as amended or re-enacted; and
  - iv) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

#### 2) The Services

- a) The Services are supplied by the FCA on condition that the Subscriber:

- i) will not use or permit the use of information in the FS Register Extract or information otherwise provided by the FCA as part of, or in connection with the Services for any illegal or improper purpose;
  - ii) will use the information received as part of the Service only in the ordinary course of its own business;
  - iii) shall be entitled to make copies from the Media and/or FS Register Extract for its own internal business purposes but shall not use such copies for any other purpose without the prior written consent of the FCA;
  - iv) complies with the terms of the Data Protection Legislation and any other relevant data protection legislation;
  - v) allows the FCA complete editorial freedom in the form and content of the Services and may alter the same from time to time; and
  - vi) (except where this Agreement is for Resale Use) warrants and undertakes that neither it, nor any of its associated or subsidiary companies is or will be vendors of the information contained in the Services.
- b) Where the Services are specified in Schedule 1 as being provided by way of Data Download, the FCA shall provide the FS Register Extract to Spectrum Data Management which will supply to, and regularly update for, the Subscriber, the data from the FS Register Extract. For the avoidance of doubt, the services of Spectrum Data Management do not form part of the Services provided by the FCA.

### **3) Liability**

- a) The FCA will make every reasonable effort to ensure the accuracy and reliability of the information provided as part of the Services. The FS Register is based on material sent to the FCA by third parties. These third parties are responsible for ensuring that the material they submit to the FCA complies with national and relevant foreign law. The FCA is not responsible for any error, omission or inaccuracy in the material. Nor do the Services constitute financial or other professional advice.
- b) The Subscriber accepts that neither the FCA, nor any of its employees, agents or subcontractors:
- c) guarantee that the Media will be suitable for any particular computer or application which the Subscriber may use;
- d) shall be held liable in negligence or otherwise to the Subscriber for any loss or damage arising from any faults or delays in the delivery of, or the unavailability of, the Services or for any inaccuracies or omissions in the information contained in the Services howsoever such faults, delays, inaccuracies or omissions arise, except to the extent that such loss or damage is caused by the FCA's failure to comply with its statutory obligations in circumstances in which paragraph 19(1) of Schedule 1 to the Financial Services and Markets Act 2000 or any similar provision made pursuant to other legislation do not apply;
- e) shall have any liability for any loss or for any failure to perform any of its obligation hereunder due to causes beyond their control including, but without limitation, industrial disputes of whatever nature, acts of God, hostilities, force majeure or any circumstances which FCA could not reasonably foresee and provide against;
- f) shall be liable to the other for any special, incidental, indirect exemplary, punitive or consequential damages whatsoever in respect of the provision of the Services regardless of any negligence by either party or any of its employees, agents and subcontractors.
- g) The total aggregate liability of the FCA, subject to the FCA's statutory immunity as referred to above in paragraph (3)(b)(ii) above, to the Subscriber under or in connection to this Agreement including liability for breach of contract, misrepresentation (whether tortious or statutory), tort, (including but not limited to negligence), or breach of statutory duty

during each calendar year shall not exceed three times the value of the annual fee paid in relation to the calendar year in which the events giving rise to liability arose.

- h) Nothing in this Agreement shall operate so as to exclude or limit the liability of either party to the other for death or personal injury arising out of negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded by law.
- i) This paragraph 3 shall survive termination of this Agreement.

#### **4) The charges**

- a) The Subscriber will pay the Subscriptions set out in Schedule 1. For each Subscription the FCA will raise an invoice for the full amount due. The Subscriber will pay each Subscription in accordance with the requirements of the relevant invoice.
- b) The Subscriptions are in all cases payable in full by the Subscriber to the FCA without any set-off, counterclaim, deduction, or withholding (except for any deduction or withholding required by law).
- c) All amounts payable by the Subscriber under the Agreement are exclusive of amounts in respect of value added tax chargeable for the time being. In addition to the Subscriptions the Subscriber must pay to the FCA, or to a taxing authority as appropriate, any sales, use, value added, property or similar tax, payable in respect of each Subscription or part thereof and any provision of other services pursuant to this Agreement.
- d) The Subscriber will pay:
  - i) in the event that the Single Use option has been selected in Schedule 1:
    - (1) the Subscription; and
    - (2) any additional amounts payable under (c),  
in full and in cleared funds within 28 days of the date of this Agreement; or
  - ii) in the event that the Weekly Use option or Monthly Use option has been selected in Schedule 1:
    - (1) the Initial Subscription within 28 days of the date of this Agreement;
    - (2) the first annual Subscription by the last day of the Initial Period (the "Annual Payment Date");
    - (3) each subsequent annual Subscription by the anniversary of the Annual Payment Date prior to the one year term to which the annual Subscription relates; and
    - (4) any additional amount payable under (c) by the same dates in (1) to (3) as apply to the Subscriptions to which the additional amount relates,  
in full and in cleared funds.
- e) Time for payment shall be of the essence of the Contract.
- f) In addition to any other remedy the FCA may have under this Agreement, the FCA may charge the Subscriber interest on any amounts that are not paid by the dates in (d) or (e), as applicable, at a rate of 4% (four per cent) per annum above the Bank of England's base rate from time to time and such interest shall accrue on a daily basis from the day after the due date up to the date of actual payment.
- g) The FCA may at any time on not less than two calendar months' notice change the Subscription payable for one or more of the Services and, at the expiry of the period of notice, the annual Subscription for each following one year term will be adjusted accordingly. The provisions of this paragraph shall not apply where the Single Use option has been selected in Schedule 1.
- h) The FCA reserves the right to review the annual subscription rate each year during the Term of this Agreement and shall notify the Subscriber of any change [three] months prior to each Annual Payment Date on which the change will take effect.

#### **5) Intellectual Property Rights**

- a) All Intellectual Property Rights in or arising out of or in connection with the Services shall

- be owned by the FCA or its third party licensors.
- b) The Subscriber acknowledges that, in respect of any third party Intellectual Property Rights, the Subscriber's use of any such Intellectual Property Rights is conditional on the Subscriber obtaining a written licence from the relevant licensor on such terms as will entitle the FCA to license such rights to the Subscriber.
  - c) The FS Register and all FS Register Extracts are the exclusive property of the FCA and any third party licensors.

## **6) Complaints**

- a) If the Subscriber is dissatisfied with the standard of service received from the FCA under Schedule 2, the Subscriber should contact the FCA Register Team. If the Subscriber would like to make a formal complaint, the Subscriber should write to or email the FS Manager. Emails should be sent to [data.extract@fca.org.uk](mailto:data.extract@fca.org.uk), or such other email address as notified to the Subscriber by the FCA from time to time.

## **7) Confidentiality**

- a) Each party (as the receiver of Confidential Information; a "Receiving Party") agrees that it shall at all times keep confidential and shall not without the prior written consent of the other party (the "Disclosing Party") use or disclose to any third party (other than as permitted by this paragraph), any Confidential Information of the Disclosing Party, unless such information:
  - i) was public knowledge or already known to the Receiving Party at the time of disclosure;
  - ii) subsequently becomes public knowledge or lawfully comes into the possession of the Receiving Party other than by breach of this Agreement;
  - iii) is agreed by the parties not to be confidential; or
  - iv) is disclosed where necessary to comply with any law, regulation, order or legitimate request, to any relevant governmental or other authority or regulatory body.
- b) The Receiving Party may use the Disclosing Party's Confidential Information in the performance of its obligations and the exercise of its rights under this Agreement and may, to the extent necessary to implement the provisions of this Agreement (but for no other reason), disclose the Disclosing Party's Confidential Information to any employee, officer, sub-contractor, affiliated firm, agent or representative of the Receiving Party provided that, before any such disclosure the Receiving Party shall make those persons aware of its obligations of confidentiality under this Agreement

## **8) Anti-bribery and corruption**

- a) The Subscriber undertakes and warrants that neither it nor the Subscriber's staff, employees or sub-contractors have offered, given or agreed to give (and that it will not offer or give or agree to give) to any person, company or firm any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Agreement or the performance of the Subscriber's obligations under this Agreement.
- b) The Subscriber warrants that it has in place, and undertakes that it will comply with, policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010) and fraud within its organisation and in connection with its dealings with third parties.
- c) The Subscriber warrants that it has not colluded, and undertakes that it will not at any time collude, with any third party in any way in connection with this Agreement (including in respect of pricing under this Agreement). Nothing under this paragraph 6 is intended to prevent the Subscriber from discussing the terms of this Agreement and the Subscriber's pricing with the Subscriber's professional advisors.

## **9) Termination and suspension**

- a) If, in the FCA's reasonable opinion, the Subscriber is in material breach of any provision of this Agreement, the FCA may, without penalty and in addition to any other remedies available to it, withdraw the Services in full or in part. The Services shall be restored to the Subscriber if, in the FCA's reasonable opinion, the Subscriber has remedied the breach within a reasonable period and the FCA has received from the Subscriber satisfactory assurances as to the Subscriber's use of the Services in future.
- b) Without limiting its other rights or remedies, the FCA may terminate this Agreement immediately without further obligation to the Subscriber in the event of:
  - i) breach by the Subscriber of any of its obligations in paragraph 2 and/or breach of the Subscriber's obligation to pay any of the Subscriptions, or any other charges specified in this Agreement, in full, by the due dates set out in paragraph 4;
  - ii) any other breach of this Agreement by the Subscriber which cannot be remedied or is not remedied within one calendar month of the Subscriber being requested to do so;
  - iii) the Subscriber making any composition with or assignment for the benefit of its creditors;
  - iv) any resolution being passed or petition being presented to wind-up the Subscriber's business (otherwise than for reconstruction or amalgamation) or a receiver, manager, administrative receiver or administrator being appointed in respect of the whole or part of the Subscriber's assets or the Subscriber, being an individual, (or, if the Subscriber is a firm, any partner in that firm) committing any act of bankruptcy or any petition or receiving order in bankruptcy being presented or made against him;
  - v) the Subscriber taking or suffering any similar action to those mentioned in sub-paragraphs (iii) and (iv) above in consequence of debt; or
  - vi) the occurrence of events comparable to those described in sub-paragraphs (iii) to (v) in any jurisdiction other than England and Wales.
- c) Except in the event that the Single Use option has been selected in Schedule 1, either party may terminate this Agreement on not less than two months' written notice prior to the expiry of the Initial Period or any successive one year term.
- d) Without limiting its other rights or remedies, the FCA may terminate this Agreement immediately on the provision of written notice, if the Subscriber notifies the FCA of its objection to any change of the terms of this Agreement, notified to the Subscriber in accordance with this paragraph 9 (d), in which case the FCA's only obligation will be to reimburse the Subscriber for any unused part of the Subscription remaining.
- e) Where the operation of the Services or part thereof depends on agreements between the FCA and third parties and such agreements are terminated in whole or in part for any reason, the FCA may immediately terminate this Agreement or the relevant part thereof and upon such termination its only obligation to the Subscriber is to return any unused portion of the Subscription remaining.
- f) In the event that the Subscriber terminates this Agreement in accordance with paragraph 9 (c), the FCA may reimburse the Subscriber for any unused part of the Subscription remaining after the expiry of the notice period.

## **10) Consequences of termination**

- a) On termination of this Agreement for any reason:
  - i) the Subscriber shall immediately pay to the FCA all of the outstanding Subscriptions and interest;
  - ii) the FCA shall cease to provide the Services;
  - iii) all accrued rights, remedies, obligations and liabilities of the parties as at expiry or

- termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of expiry; and
- iv) paragraphs which expressly or by implication survive termination shall continue in full force and effect.

## **11) General**

- a) **Waiver:** No failure or delay by either party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **b) Notices:**

- i) Any notice or other communication given to a party under or in connection with this Agreement (other than notice given by the FCA under paragraph 9(e)) shall be in writing, addressed to that party and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or commercial courier to the addresses specified in this Agreement or such other addresses as may be notified in accordance with this paragraph.
- ii) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in paragraph 11)(b)(i); if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- iii) The provisions of this paragraph shall not apply to the service of any proceedings or other documents in any legal action.
- c) **Assignment and other dealings:** Neither party, shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any manner with any or all of its rights or obligations under this Agreement without the prior written consent of the other.
- d) **Variation:** The FCA may change any of the terms of this Agreement on the provision of two months' written notice to the Subscriber. The proposed change will come into effect upon the expiry of two months' notice in the absence of any written objection notified to the FCA by the Subscriber or on any such earlier date as both parties may agree. Continued use of the Services following the expiry of the notice period constitutes acceptance of the change. Except as set out in this paragraph, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed and signed by the FCA.
- e) **Entire Agreement:** Both parties hereby acknowledge and agree that they have not entered into this Agreement in reliance upon any other warranty or representation made by the other party and that this Agreement contains the entire understanding of the parties to the exclusion of any and all prior or collateral agreements or understanding, whether oral or written. Nothing in this Agreement shall exclude or restrict the liability of either party arising out of fraudulent misrepresentation or fraudulent concealment. No subsequent variation of this Agreement shall have effect unless expressly agreed to in writing by both parties.

### **f) Severance:**

- i) If any provision or part provision of this Agreement, not being of a fundamental nature, is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such



modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of the Agreement.

- ii) If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- g) **Data Protection:** Both parties shall comply with the terms of the Data Protection Legislation.
- h) **Third Parties:** No person not a party to this Agreement shall have any rights to enforce it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- i) **Governing law:** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law. No translation of this Agreement out of the English language shall have any validity.
- j) **Jurisdiction:** Each party irrevocably agrees that the courts of England shall have the exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## **SCHEDULE 3**

### **Additional Terms – Re-use licence**

**THE TERMS OF THIS SCHEDULE 3 APPLY ONLY WHERE THE RESALE USE OPTION HAS BEEN SELECTED UNDER SCHEDULE 1.**

#### **1) Definitions**

In this Licence, the terms below have the following meanings:

Confidential Information:	all information which might reasonably be considered by the receiving party to be confidential including (without limitation), the Product, End-use Licences, financial information, pricing structures, client or customer lists, any data or information relating to customers, or clients regarding past, current or future contracts and any other information which either party identifies as being confidential and includes all such information in whatever form (including, without limitation, in written, oral, visual or electronic form);
End-users:	users and subscribers who access electronic or digital versions of the Product;
End-user Licence:	a licence issued by publishers of electronic products and publications setting out the terms of use to End-users;
Licence:	the licence granted by the FCA to the Subscriber in paragraph 2 of this Schedule 3; and
Product:	a derivative product to be created by the Subscriber using information supplied by the FCA as part of the Services. The function of the derivative products shall be to assist users to identify whether third parties are FCA regulated entities and to generally assist users to fulfil their statutory obligations arising from their relationship with such third parties. The derivative products shall be sold and distributed, under strict licence of use, to customers of the Subscriber on a global basis.

#### **2) Grant**

The FCA grants to the Subscriber a non-exclusive licence to distribute, publish and sell the FS Register Extract to customers of the Subscriber as part of the Subscriber's Product throughout the world in the English language (subject to the Subscriber's right to translate the FS Register Extract into other languages pursuant to paragraph 3 (f) below).

#### **3) Subscriber obligations**

The Subscriber shall:

- a) reproduce the FS Register Extract accurately and in cases where Subscriber reproduces any part of the FS Register Extract that has been superseded, the Subscriber shall make it clear to the End-user that a more up to date version is available;
- b) on request from the FCA, send the FCA, within a reasonable time, a complimentary copy and/or subscription of any product or publication that the Subscriber produces that includes all or part of the FS Register Extract and in the case of electronic products and services the Subscriber shall send to the FCA the appropriate End-user Licence. The FCA

- shall notify the Subscriber of the address for delivery;
- c) on request from the FCA, send the FCA a copy of Subscriber's standard End-User Licence;
  - d) allow the FCA on reasonable notice and at reasonable times to inspect the Product to check that the Subscriber has complied with the terms of this Licence (during and after its inspection of the Product, the FCA will comply with its obligations of confidentiality in paragraph 7 of Schedule 2);
  - e) comply with the terms of the Data Protection Legislation;
  - f) if applicable, use a competent translator to translate the text of the FS Register Extract accurately and in a style which is in keeping with the original text (the FCA shall take no responsibility whatsoever for any material translated);
  - g) not present the reproduced versions of the FS Register Extract in a way which could imply that the Product has official status or has been endorsed by the FCA (except that the Subscriber may attribute the source of the FS Register Extract to the FCA);
  - h) not reproduce FCA logos;
  - i) not use the FS Register Extract to advertise, or promote products or services in ways which could imply endorsement of these products and services by the FCA, or generally in a manner which is likely to mislead others;
  - j) not use the FS Register Extract in ways which are knowingly or potentially libellous or slanderous of individuals, companies or organisations; and
  - k) not make representations to third parties for or on behalf of the FCA.
  - l) shall procure that:
    - i) End Users shall use the FS Register Extracts as an information resource only and shall not distribute, publish or sell the FS Register Extracts to any third parties or otherwise use the FS Register Extracts to create another product or service; and
    - ii) where the Subscriber attributes the source of the FS Register Extracts to the FCA, End Users shall comply with paragraphs **3(h)** to **(k)** above.

#### **4) FCA obligations**

The FCA will use reasonable endeavours to:

- a) correct any errors in the FS Register Extract and answer any reasonable queries which the Subscriber may have; and
- b) give the Subscriber details of any changes to this Licence in accordance with paragraph 11 (d) of Schedule 2.

#### **5) List of Licence holders**

- a) The FCA may list the names and addresses of all Licence holders on its website:
  - i) to be open and transparent about who has a Licence; and
  - ii) to help applicants, particularly those from large organisations, to check whether they already have a Licence.
- b) The FCA will not use this information for marketing or publicity purposes.

#### **6) Consequences of the Termination**

Termination of the Agreement shall not affect the FCA's right to information to which it is entitled under this Licence for a period of 6 months after termination.