



Banc Ceannais na hÉireann
Central Bank of Ireland

Eurosystem

Central Bank Portal

Terms of Use

Effective 19 August 2020

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Please read these Terms carefully before you start to access or use the Central Bank of Ireland Portal (“Portal”) particularly paragraphs 13 and 14, which contain important provisions that limit our liability to you. We recommend that you print or save a copy of these terms for future reference.

1 INTRODUCTION

This communication and data exchange Portal is operated by the Central Bank of Ireland (“Central Bank”, “we”, “us”, or “our”). These terms of service (“Terms”) cover the access to and use of the Portal by any institution that interacts with us pursuant to our mandate, including but not limited to, the regulation of financial services and the production of statistical information (“Institution”, “you” or “your”). By using or accessing the Portal, you agree to be bound by these Terms. If you are using or accessing the Portal on behalf of another organisation, you agree to these Terms on behalf of that organisation.

These Terms do not limit or affect any obligations or duties you have, or any rights or remedies we have, under any separate agreement, including with respect to data protection or any services, consultancy or similar agreement between you (or your employer) and us, in respect of matters not covered by these Terms.

2 USING THE PORTAL

You can access and use the Portal to communicate, collaborate and exchange information with us. You cannot access or use it for any other purpose.

The Portal lets you communicate with us and, depending on your user rights, access, upload, download documents, content, data, information and other material (“Material”).

When you communicate material on the Portal with us, you give permission to us to view, read, edit, copy, store, delete, distribute that Material, except to the extent we have separately agreed otherwise with you in a legally binding agreement.

The Portal and its features may require our systems to access, store, and scan your Material. You give us permission to do those things, and this permission extends to sharing information as appropriate and applicable, with our IT service providers and regulatory bodies, including but not limited to the European Central Bank (“ECB”), the European Insurance and Occupational Pensions Authority (“EIOPA”) and the European Securities and Markets Authority (“ESMA”).

3 YOUR RESPONSIBILITIES

You must comply with these Terms generally and in particular, our acceptable use terms, set out in paragraph 10 below. Material on the Portal may be protected by others’ intellectual property and other rights. You must respect those rights.

Once you have completed the registration process you must use the Portal explicitly to communicate with us for the services listed in Appendix A and refrain from using other forms of communications for these services.

You must not copy, upload, download, or share Material unless you have the right/permissions to do so.

We may review your conduct and Material for compliance with these Terms. However, we have no obligation to do so (or to review or monitor other users’ conduct or Material). We are not responsible for the Material you and other users upload, download, access or share via the Portal.

You may use the Portal only as permitted by applicable law.

Each Institution is responsible for ensuring its Portal Administrator(s), whether internal and/or external to the Institution, adhere to these Term and the roles and responsibilities of the Portal Administrator as set out in Appendix B.

Each Institution will have at least one Institution Portal Administrator (PA) who will be responsible for the institutions use of the Portal, including the management of institution users’ access and privileges.

You must ensure that the Material displayed on the Portal about your Institution is accurate and up to date. The Request Change process as set out under Appendix A must be used to update or amend your Material.

4 PASSWORDS AND PERSON CODE

You will be asked to create a Password and obtain a Person Code as part of the user registration process for the Portal.

Your Person Code and Password are personal to you - you must not let anyone else use them. Your Institution Portal Administrator is responsible for granting, changing and revoking user permissions. Such permissions may vary from user to user depending on their roles and responsibilities in the Institution. The Central Bank reserves the right to revoke your access and/or modify your permissions at any time without reason. We can change or rescind your user rights at any time without reason. We can revoke your account at any time without reason.

You are responsible for all activities occurring under your account and for keeping your Person Code and Password secure. Do not share your Person Code and Password or use it elsewhere. We do not have the means to check the identities of people using the Portal and will not be liable where your account is used by someone else. You agree to notify your Portal Administrator immediately, of any unauthorised use of your account of which you become aware.

5 CONFIDENTIALITY

You must treat any Material communicated through the Portal as “Confidential Information”. You agree to:

- use the Confidential Information strictly and solely for the purpose communicated to you by us (“Purpose”) and for no other reason, matter or purpose of any nature whatsoever;
- to treat and safeguard as private and confidential all Confidential Information;
- not at any time to disclose, or otherwise disseminate the Confidential Information to any person except to your officers, employer, employees or consultants who require the Confidential Information for the Purpose and you shall procure that all such persons who have access to any Confidential Information shall be made aware of and shall agree to observe and be bound by terms equivalent to those in these Terms; and
- to keep the Confidential Information secure and in strict confidence with the same care as you use or would use to protect your own confidential information and in any event with all due care.

If it is discovered that any unauthorised use or disclosure of the Confidential Information has been made by you, you must immediately advise us in writing of the full extent and nature of such unauthorised use or disclosure and when and to whom same was made and must take any and all such steps as we may require to remedy the situation.

6 PRIVACY

The Material communicated through the Portal may contain personal data relating to individuals. You must comply with all applicable data protection and privacy laws applicable in Ireland, as may be amended or replaced from time to time, including the Data Protection Acts 1988 to 2018, European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, and General Data Protection Regulation ((EU) 2016/679) (“GDPR”), in respect of any Personal Data (as defined in the GDPR) contained in the Material, or otherwise shared on the Portal. You must not do (or omit to do) anything with any such Personal Data that would cause us to breach any such laws. You must comply with any agreements you enter into with us related to the sharing, transfer (particularly to outside the EEA) or processing of personal data, as if such terms are incorporated into these Terms.

7 ACCESS AND DELETION OF MATERIAL

While Material will normally remain accessible as long as you are authorised to view it, personal data in Material will be removed or anonymised in line with GDPR requirements without further notice.

Further, very old Material may be archived and no longer accessible through the Portal. Therefore, the Portal should not be considered a permanent repository of Material, and you should maintain your own records where necessary.

8 TERMINATION

You are free to stop accessing and using the Portal at any time. We have the right to suspend, restrict or terminate your access to and use of the Portal and/or your account with or without notice to you if we consider that:

- (a) you are in breach of these Terms;
- (b) you are using the Portal in a manner that would cause a risk of harm or loss to us or other users;
- (c) you have not accessed or used the Portal for what we consider is an extended period of time; or
- (d) if we are no longer making the Portal available.

Where we terminate your account, we can delete any Material you uploaded if we want to.

On termination of your account for any reason, all rights granted to you under these Terms cease and you must immediately cease all activities authorised by these Terms.

9 THE PORTAL

We may decide to discontinue the Portal or some or all features of it, or change any features of it, with or without notice at our complete discretion. It is important that you have a separate copy of all Material and do not use the Portal as your means of primary storage for Material. You use and access the Portal at your own risk.

10 ACCEPTABLE USAGE

You are responsible for all Material uploaded to the Portal using your account, even if the Material was made by, or owned by, someone else. Material can be read and, depending on their user rights, downloaded by other users of the Portal and we cannot and do not control what other users will do with your Material once they download it. We also cannot and do not guarantee that other users will comply with these Terms. All Material uploaded using your account must comply with applicable law in Ireland and in any country from or in which they are made available.

You must not upload or share Material that:

- is defamatory against any person or business or impinges upon a person's or business' good name or reputation;
- is offensive, sexist, homophobic, obscene, hateful or inflammatory, harassing, bullying or threatening to any person;
- may be likely to bully, harass, upset, embarrass, alarm or annoy any other person or business;
- promotes or contains sexually explicit material;
- is in breach of (i) anyone's privacy or data protection rights or (ii) confidentiality;
- infringes any third party's intellectual property rights;
- may prejudice legal proceedings;
- may be likely to deceive any person;
- promotes any illegal activity; or
- that is used to impersonate any person, or to misrepresent your identity or affiliation with any person.

You must not:

- infringe any applicable law (e.g. copyright laws) when using the Portal;
- seek to use the Portal in a malicious way or in any way that could damage, disable, overburden, impair or compromise in any manner the Portal, its security or operability or our systems or security or interfere with other users; or
- seek to circumvent the limitations of your user rights.

We reserve the right to determine whether there has been a breach of these Terms of Use through your use of the Portal. Our decision is final.

11 RIGHTS IN USER MATERIAL

You acknowledge that the Material [accessible and presented to you] on the Portal may be protected by our or others' rights, including copyrights, trademarks, and other proprietary rights or other intellectual property rights and laws. All rights in such Material are reserved. You must respect the intellectual property and other rights attached to Material accessible on or through the Portal. This means, in particular, that you cannot make the Material publicly available, distribute it to others or quote or modify it without clear permission from us to do so.

12 RIGHTS IN THE PORTAL

All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and to the Portal belong to us and others who have licensed it to us. All rights in the Portal are reserved.

Your access and use of the Portal grants no rights to you in relation to the Portal except as expressly stated in these Terms.

13 INDEMNITY TO PORTAL

You agree to fully indemnify us, keep us indemnified and hold us harmless and blameless on demand from and against any cost, claim, loss, liability, fine, expenses, demands or damages (including any legal fees in relation to such loss or damages) suffered, incurred or paid out by us that arises out of or in connection with the Material uploaded by you or anyone else through your Portal account (even if we have monitored, moved, edited, deleted or reviewed it) or your violation of any law or the rights or good name of a third party or your breach of these Terms (including paragraph 10). This paragraph survives the termination of these Terms or your account.

14 DISCLAIMERS AND LIMITATION OF LIABILITY

This paragraph 14 applies in relation to the use and access of the Portal and any Material on it. However, it does not limit or affect our liability to you under any other agreement between you and us.

Nothing in these Terms excludes or limits our liability for fraudulent misrepresentation, any liability that cannot be excluded by Irish law or, for death or personal injury resulting from our negligence or the negligence of our employees or agents.

We do not warrant that access to, or use of, the Portal and/or the Material will always be available or be uninterrupted or error free, timely, secure, that defects will be corrected, or that the Portal, Material or the servers that make it available are free of bugs, viruses or omissions. You should always use your own virus protection software. The Portal and all Material on it is provided on an 'AS IS' and 'AS AVAILABLE' basis and without any representations or any kind of warranty (whether express, implied or statutory), including with respect to merchantability, fitness for a particular purpose, non-infringement, compatibility, security, continuity and accuracy, compliance with these Terms or otherwise to the extent permitted by applicable law. All implied terms, conditions, warranties and representations are excluded to the extent permitted by applicable law.

Our maximum aggregate liability under or in connection with these Terms and/or arising out of or in connection with the Portal and/or Material (whether in contract, tort including negligence, equity or otherwise) is in all circumstances limited in aggregate to one thousand euro (€1,000).

We are not liable for any indirect or consequential damages.

We are not liable to you for any loss of profit, loss of business, business interruption or loss of business opportunity arising from or in connection with the use of the Portal or Material.

We are not liable to you if any Material infringes your privacy, good name or other rights, even if we have seen it or were or ought to have been aware of its potential implications for you.

We are not liable for any loss of data, deletion or destruction of Material or damage to your device or software.

15 GENERAL

You may not link to our Portal nor otherwise establish a link in such a way as to suggest any form of association, approval or endorsement on our part.

Unless otherwise stated in these Terms, these Terms represent the entire understanding of you and us concerning the Portal (and all related matters) and override and supersede all prior agreements concerning it (whether written, oral or implied) which are hereby revoked by mutual consent. You confirm that you have not relied upon, and have no remedies in respect of, any representations, terms or conditions except those set out in these Terms. This does not exclude any liability for fraud and/or fraudulent misrepresentations.

Any failure by us to exercise or any delay by us in exercising a right or remedy does not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver by us of any breach of, or any default under, any provision of these Terms is not a general waiver or a waiver of any subsequent default or breach and in no way affects the other terms of these Terms.

In these Terms, the singular includes the plural and the masculine includes the feminine and neuter and vice versa. The section headings do not form a part of these Terms.

If any provisions of these Terms are found to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and conditions and the remaining Terms shall survive, remain in full force and effect.

You may not assign, sub-licence or otherwise transfer any of your rights under these Terms. We may transfer or assign these Terms to any person who takes over a function of the Central Bank that relates to the operation and provision of the Portal.

We have the right to change these Terms from time to time. We will tell you of any changes to the Terms by a notification to the email address associated with your account. Any such changes are effective from the date specified in the notification we send you. By using the Portal after the date for the changes to take effect, you agree to be legally bound by the amended Terms.

The existence, formation, interpretation, operation of these Terms, and all matters and disputes (whether contractual or non-contractual) arising out of or in connection with these Terms or their subject matter, is subject to Irish law and is subject to the exclusive jurisdiction of the Irish Courts. This does not prevent us from obtaining interim or injunctive relief in other jurisdictions or enforcing Irish judgments in other jurisdictions.

16 CONTACT US

To contact us, please refer to [our online form](#) on the Central Bank website.

APPENDICES

APPENDIX A – SERVICES AVAILABLE VIA THE PORTAL

As of August 2020, the service(s) that require users to communicate with us via the Portal, are as follows:

- Request Changes – see [Central Bank website \(PDF\)](#) for details.

Messaging

The Portal includes a messaging capability (“Messages”) to allow secure communication between Portal users and designated teams in the Central Bank.

Once you have been authorised to use the Portal on behalf of an institution, you must use Portal Messages to communicate with us for the specific services set out in this appendix, and refrain from using other forms of communications for these services.

APPENDIX B – PORTAL ADMINISTRATOR

All Institutions who use the Portal must have a Portal Administrator in place. The Portal Administrator is responsible for the Institutions overall use of the Portal, and in particular for the activities of the other Institution users to whom they grant access and permission(s).

The Portal Administrator will be responsible for the following:

- Granting access to users for the Institution which they administer;
- Ensuring access is limited to those who require such access for their role;
- Granting specific portal permissions to users;
- Ensuring users have the appropriate permissions for their role;
- Amending portal permissions for users;
- Revoking access from users;
- Providing guidance to institution users on the optimal access to and use of the Portal;
- Confirming to the Central Bank, on request, that the Institution is compliant with user attestation policies and procedures; and
- Confirming to the Central Bank, on request, that the Institution is compliant with the terms of use of the Portal as set out herein.

The above is not an exhaustive list of the roles and responsibilities of the Portal Administrator. More details on the Portal Administrator can be found on the Portal Help pages on the Central Bank website.



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