

DSB ACCEPTABLE USE POLICY

1 GENERAL

- 1.1 This Acceptable Use Policy ("AUP") applies to Users accessing the DSB Services. All Users accessing the DSB Services must comply with the ~~guidelines~~ terms set out in this policy.
- 1.2 This AUP forms part of the Agreement agreed between the User and the DSB. Defined terms shall have the same meaning as set out in the Main Terms ~~of the Agreement~~ and as otherwise set out herein.

2 ACCEPTABLE USE

- 2.1 The User is responsible for implementing its own technical controls to prevent and reduce the threat of unauthorised disclosure of sensitive information.

~~2.2~~ This AUP ~~is designed as a sets out the~~ minimum ~~guideline~~ requirements for, and restrictions on, use of the DSB Services and is not exhaustive in the description of use.

~~2.2~~ of the DSB Service ~~Services~~.

~~2.3~~ All DSB Services shall be used in accordance with the following provisions:

~~2.4~~ 2.3 ~~the web graphical user interface ("GUI") is strictly for human interaction. Users will not subject the GUI to any form of automated processes, except for file download processes as set out in 2.3(b) below;~~

- (a) Fee paying Users must not download the same version of a file more than three (3) times within a five (5) Working Day period and not more than twenty-four (24) times in a year.
- (b) Users must not use the DSB Service ~~Services~~ as a 'slow consumer' (being a User that does not process and/or receive messages sent by the DSB Service ~~Services~~ in a timely manner, thereby resulting in a backlog of pending messages within the DSB Service ~~Services~~ that may affect the stability of the DSB Service ~~Services~~);
- (c) ~~Users~~ User's streaming messages to ~~the~~ a DSB Service via FIX Connectivity must not have more than one (1) message (comprised of create or search or any other message) per connection pending acknowledgement from ~~the~~ a DSB Service at any given time;
- (d) Users connecting via REST API (as set out in the Subscription Management and Connectivity Policy) are permitted to make up to 60 API calls (comprised of create or search or any other calls) per minute per connection subject to the overall caps defined in paragraph ~~and 2.3(i)~~ 2.4 below;
- (e) Users must notify the DSB promptly where ISINs or UPIs have been incorrectly created. Continuous creation of invalid ISINs or UPIs may result in the DSB exercising its rights to suspend access to the DSB Service ~~Services~~ and/or terminate ~~the Agreement for that User; User's Subscription(s);~~
- (f) ~~Users connected via an API (FIX or ReST) must not send more than one thousand (1,000) invalid messages in a calendar week across all API connections;~~
- (g) ~~Power Users connected via an API (FIX or ReST) must not send the DSB Service more than one hundred thousand (100,000) search requests or fifty thousand (50,000) ISIN creation requests in any given calendar week across all API connections;~~

~~(h)~~ Search-only API Users connected via an API (FIX or ReST) must not send more than two thousand (2,000) search requests in any given calendar week across all API connections;

~~(i)(f)~~ Users must not knowingly engage in activities that may put the ongoing operational and commercial viability of the DSB ~~Service~~Services at risk, including non-compliance with any DSB Policies and the gamification of the fee model;

~~(i)(g)~~ Users must not use the Data for any known illegal purpose or otherwise than in compliance with the Applicable Laws; and

~~(i)(h)~~ Users must not connect any of their non-Production environments to the DSB's Production environment.

2.4 Each User shall not be permitted to send the DSB Service more than the maximum permitted number of Search Requests, Creation Requests or Invalid Messages via API for ISINs or UPIs (as applicable) specified for their User type in the table below. If a User has a Subscription for both the ISIN Service and the UPI Service (or multiple Subscriptions of the same or different User types), the thresholds apply to each Subscription individually. Note that 'per week' in the table below refers to the calendar week, with the exception of a 12-hour window of downtime every Sunday, as per the 'Availability Hours' defined in the DSB Service Level Policy.

	Maximum number of permitted requests/messages			
	Infrequent User	Standard User	Search-only API Users	Power Users
OTC ISIN Service				
Max Search Returned	5 records per Search	50 records per Search	50 records per Search	500 per Search
Search Requests	N/A	N/A	2,000 per week	100,000 per week
Creation Requests	100 per Invoicing Period	5,000 per Invoicing Period	Not permitted	50,000 per week
Invalid messages via API	N/A	N/A	1,000 per week	1,000 per week
UPI Service				
Max Search Returned	5 records per Search	50 records per Search	50 records per Search	500 per Search
Search Requests	N/A	N/A	250 per week	12,500 per week
Creation Requests	10 per Invoicing Period	600 per Invoicing Period	Not permitted	6,000 per week
Invalid messages via API	N/A	N/A	125 per week	125 per week

Commented [A1]: Current volumes are based on predicted UPI volumes, but the DSB will continue trend analysis in the run up to UAT launch to ensure that these thresholds are fit-for-purpose

2.5 Notwithstanding any other provision in this AUP, the Users may not use the DSB Services:

- to threaten, harass or cause distress, annoyance, needless anxiety or discomfort to any other person or entity;
- to breach Applicable Law;

- (c) to carry out any unlawful or fraudulent act;
- (d) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- (e) 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; or
- (f) to impersonate a person or entity.

2.6 The DSB reserves the right to assess through its own systems and monitoring processes whether the User is using the DSB ~~Service~~Services unreasonably and undertaking activities that breach the AUP (including enforcing any limitations on a User) ("**Unfair Usage**").

2.7 In the event the DSB suspects Unfair Usage it shall, subject to paragraph 2.9, assess the severity of the breach and may take the following action:

- (a) for a minor breach (for example where the User has breached the AUP no more than once in a rolling three (3) calendar month period without causing a significant operational issue for the DSB Service), the DSB shall communicate such breach to the DSB Management Team and issue a Breach Notice to the User;
- (b) for a moderate breach (for example where the User has breached the AUP more than once in a rolling three calendar month period with no visible attempts to the DSB remedy such breach), the User's sessions may be suspended, and messages sent to the DSB Service will be rejected. DSB shall communicate such breach to the DSB Board and DSB Management Team and issue a Breach Notice to the User;
- (c) for a severe breach (for example where the DSB Service is put at risk by the User), the User's access to the DSB Service shall be immediately terminated. DSB shall communicate such breach to the DSB Board and DSB Management Team and issue a Breach Notice to the User.

2.8 Users are required to acknowledge and act upon Breach Notices in accordance with the details and timescales stipulated in the Breach Notice.

2.9 Notwithstanding paragraph 2.7 above, the DSB reserves the right to exercise its rights in respect of termination and/or suspension set out in the Agreement for a User engaged in Unfair Usage.

~~2.10 This policy will be periodically reviewed and updated. The DSB will give sixty (60) days' notice to Users in all cases, except where the update is, in the DSB's opinion, urgent or where advance notice is not practicable.~~

3 **THIRD PARTY DATA**

3.1 The DSB Service and Data shall include the following third-party data:

- (a) CUSIP based ISIN's; and
 - (b) Markit Group Limited's index subfamily data element (referred to as a 'long name') and the related index series,
- (the "**Third Party Data**")

Commented [A2]: This section will be updated to reflect final implementation decisions linked to the Reference Data strategy.

- 3.2 Each User may access and use Third Party Data contained within the DSB Service solely and exclusively as part of the Data in this Agreement and may not use such Third-Party Data for any purpose other than for the identification of any associated ISIN ~~or UPI~~. Users who wish to: (a) manipulate, extract or strip-out the Third Party Data from the Data; (b) use the Third Party Data for any purpose other than the identification of any associated ISIN or ~~UPI~~ ~~or~~ to identify or map non-ISIN identifiers ~~or non-UPI identifiers~~ must, in each case, have in place ~~a~~ direct licence with the relevant third party provider before such use.
- 3.3 The DSB shall update paragraph 3 from time to time and shall notify the User of any updates in accordance with clause 1.2(b) of the Main Terms. Breach of the Third-Party Data provisions in this document will be treated as a material breach of this AUP.