

## **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 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 minimum guideline and is not exhaustive in the description of use.
- 2.3 The DSB Service shall be used in accordance with the following provisions:
- (a) 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 below;
  - (b) fee paying Users must not download the same version of a file more than 3 times within a 5 Working Day period and not more than 24 times in a year.
  - (c) Users must not use the DSB Service as a ‘slow consumer’ , where “slow consumers” are defined as those Users who do not process and/or receive messages sent by the DSB Service in a timely manner, thereby resulting in a backlog of pending messages within the DSB Service that may affect the stability of the DSB Service;
  - (d) FIX connected Users streaming messages to the DSB Service must not have more than 1 message (comprised of create or search or any other message) per connection pending acknowledgement from the DSB Service at any given time;
  - (e) Users connecting via REST API (as set out in the 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 cap defined in paragraph 2.3(h) below;
  - (f) Users must notify the DSB promptly where ISINs have been incorrectly created. Continuous creation of invalid ISINs may result in the DSB exercising its rights to suspend access to the DSB Service and/or terminate the Agreement for that User;
  - (g) Users connected via an API (FIX or ReST) must not send more than 200 invalid messages a day or more than 1,000 in a calendar week across all API connections;
  - (h) Users connected via an API undertake not to send the DSB Service more than 100,000 search requests or 50,000 ISIN creation requests in any given calendar week across all API connections.
  - (i) Users must not knowingly engage in activities that may put the ongoing operational and commercial viability of the DSB Service at risk, including non-compliance with any DSB Policies and the gamification of the fee model;
  - (j) the User shall not use the Data for any known illegal purpose or otherwise than in compliance with the Applicable Laws.
- 2.4 Notwithstanding any other provision in this AUP, the Users may not use the DSB Services:

- (a) to threaten, harass or cause distress, annoyance, needless anxiety or discomfort to any other person or entity;
  - (b) 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.
- 2.5 The DSB reserves the right to assess through its own systems and monitoring processes whether the User is using the DSB Service unreasonably and undertaking activities that breach the AUP (including enforcing any limitations on a User) ("**Unfair Usage**").
- 2.6 In the event the DSB suspects Unfair Usage it shall, subject to paragraph 2.7, 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 for the first time without causing a significant operational issue for the DSB Service), the DSB shall communicate such breach to the DSB Board, DSB Management Team and notify the User in writing;
  - (b) for a moderate breach (for example where the User has consistently breached the AUP with no visible attempts to remedy such breach), the User's web sessions will be suspended and messages sent to the DSB Service will be rejected. DSB shall communicate such breach to the DSB Board, DSB Management Team and notify the User in writing;
  - (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, DSB Management Team and notify the User in writing.
- 2.7 Notwithstanding paragraph 2.6 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.
- 2.8 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
- (the Third Party Data)**
- 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. Users who wish to manipulate, extract or strip-out the Third Party Data from the Data shall ensure that they have the appropriate rights from the relevant third party 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 this Agreement. Breach of the Third Party Data provisions in this document will be treated as a severe breach of this AUP.