

JFSC - API Terms of Use

Welcome to the JFSC Registry API, which is operated by the Jersey Financial Services Commission ("**JFSC**") ("**we**" or "**our**" or "**us**").

These terms of use set out the basis upon which you may make use of the application programming interfaces ("**JFSC Registry APIs**") or any other materials or documentation relation to the JFSC Registry APIs ("**Documentation**") made available to you via our website [API.Jerseyfsc.org] (our "**site**").

Please read these terms of use carefully before using the JFSC Registry APIs. Your use of the JFSC Registry APIs confirms your unconditional agreement to be bound by these Terms of Use.

If you do not agree to these Terms of Use, you must not and may not use the JFSC Registry APIs.

1. Intellectual property rights, content ownership and permitted use

- 1.1 We are the owner or the licensee of all intellectual property rights subsisting in the JFSC Registry APIs. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 1.2 You acknowledge that all content accessed through the JFSC Registry APIs and any and all intellectual property rights subsisting in such content is owned by JFSC, the Registrar of the registers which are accessible via the JFSC Registry APIs (the "**Registers**") or their licensors. We grant you a non-exclusive, royalty free, non sub-licensable, revocable licence to use such content for your business purposes only in accordance with these terms.
- 1.3 We acknowledge that we shall not acquire ownership of your intellectual property rights as a result of your use of the JFSC Registry APIs.
- 1.4 We grant you a non-exclusive, royalty free, non sub-licensable, revocable licence to use the JFSC Registry APIs and the Documentation for the purpose of providing information to us or receiving information from us on your own behalf or on behalf of your clients (provided you are authorised to do so as the client's nominated person under the Financial Services (Disclosure and Provision of Information) (Jersey) Law 2020) (the "**purpose**").
- 1.5 You may:
 - 1.5.1 access data and other content ("**content**") made available to you through your configuration of the JFSC Registry APIs for your internal business purposes only (including, where you have agreed with the JFSC that this is the nature of your use, to provide services to your clients for which you are authorised to act as nominated person under the Financial Services (Disclosure and Provision of Information) (Jersey) Law 2020);
 - 1.5.2 submit content to be made available to us through the configuration of the JFSC Registry APIs; and
 - 1.5.3 integrate the JFSC Registry APIs into your system,solely for the purpose.
- 1.6 Where you submit content to be made available to us or the Registers on behalf of a third party, you warrant and represent that you have the necessary consents and permissions and that you are authorised by such third party to act as nominated person under the Financial Services (Disclosure and Provision of Information) (Jersey) Law 2020). You warrant that you will not access the Registers for entities for which you are not authorised.

- 1.7 You must comply with all laws relevant to your use of the JFSC Registry APIs.

2. Prohibited Activities

- 2.1 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between us, you must not:
- 2.1.1 except to the extent expressly permitted under these terms of use, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the JFSC Registry APIs; or
 - 2.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the JFSC Registry APIs; or
 - 2.1.3 access all or any part of the JFSC Registry APIs in order to build a product or service which competes with the JFSC Registry APIs; or
 - 2.1.4 use the JFSC Registry APIs to provide services to third parties unless you have agreed with the JFSC that this is the nature of your use; or
 - 2.1.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the JFSC Registry APIs available to any third party; or
 - 2.1.6 use the JFSC Registry APIs in a manner that is contrary to applicable law or these Terms of Use; or
 - 2.1.7 misuse the JFSC Registry APIs by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

3. Provision of Information

- 3.1 You must ensure that all data you provide to the us via the JFSC Registry APIs:
- (a) is true, complete and correct on the date that it is entered;
 - (b) is not in any way false, misleading, deceptive, defamatory, offensive or otherwise objectionable;
 - (c) is duly authorised to be:
 - i) provided to the Registrar;
 - ii) used by the Registrar;
 - iii) included in the Registers; and
 - iv) made available by the Registers,

and that such provision, use, inclusion and availability will not breach or infringe any law or the rights of any person or result in the Registrar and/or the JFSC incurring liability to any third party.

- 3.2 You must promptly provide the JFSC and/or the Registrar with any information they request concerning your access to or use of the JFSC Registry APIs or Documentation, or the data provided by you to the JFSC Registry APIs.

4. Access to and Availability of JFSC Registry APIs

- 4.1 We do not guarantee that access to the JFSC Registry APIs, or any content accessible through the JFSC Registry APIs, will always be available or uninterrupted. Access to

the JFSC Registry APIs is permitted on a temporary basis. We may suspend your access to, or suspend, withdraw, discontinue or change, all or any of the JFSC Registry APIs or part of the JFSC Registry APIs at any time without notice. We will not be liable to you if for any reason the JFSC Registry APIs are unavailable at any time or for any period.

- 4.2 You are responsible for making all arrangements necessary for you to have access to the JFSC Registry APIs.
- 4.3 We may terminate your access to the JFSC Registry APIs if we know or suspect that you have breached these Terms of Use. Where we terminate your access to the JFSC Registry APIs, you will cease using and permanently delete all materials comprising the JFSC Registry APIs and Documentation.

5. Support

- 5.1 JFSC may, in its sole discretion, provide support for the JFSC Registry APIs. JFSC may reasonably alter or withdraw such support in its absolute discretion from time to time.

6. Your account and authentication

- 6.1 You must treat both the API key and digital certificate allocated to you by us securely and keep them confidential and take all reasonable action to protect and maintain the security of, access to and use of the JFSC Registry APIs. You must not disclose them to any third party. We have the right to disable any API key or digital certificate, whether chosen by you or allocated by us, at any time and for any reason, including where, in our reasonable opinion, you have failed to comply with any of the provisions of these Terms of Use.
- 6.2 You must take all reasonable action to ensure that your access to and use of the JFSC Registry APIs (including any data registered in the Registers) will not disrupt or adversely affect the operation of the Registers.
- 6.3 If you know or suspect that anyone other than you knows your API key or certificate, you must immediately notify us at registryapi@jerseyfsc.org.
- 6.4 You must:
 - (a) ensure that all of your users are aware of, and comply with, these Terms of Use;
 - (b) not allow anyone to access or use the JFSC Registry APIs other than an authorised user;
 - (c) ensure that all users are provided with the correct privileges and access rights; and
 - (d) promptly de-activate the access of any user who is no longer employed by you or whose role no longer requires access to the JFSC Registry APIs.
- 6.5 All submissions received via the JFSC Registry APIs are deemed submitted by the regulated service provider that is identified by the combination of a valid digital certificate and API Key. You agree that you are liable for any charges that are incurred due to filings that are submitted via the JFSC Registry APIs. You agree to pay all fees payable for accessing and using the Registers in accordance with the fee scales published by the Registrar from time to time.

7. No reliance on JFSC Registry APIs or content

- 7.1 We do not guarantee that the JFSC Registry APIs, or any content accessible through the JFSC Registry APIs, will be free from errors or omissions.
- 7.2 We make no representations, warranties or guarantees, whether express or implied, that the content accessed by you through the JFSC Registry APIs is accurate,

complete or up-to-date.

- 7.3 We do not guarantee that the JFSC Registry APIs will be secure or free from bugs or viruses.
- 7.4 You are responsible for configuring your information technology, computer programmes and platform in order to access the JFSC Registry APIs. You should use your own virus protection software.

8. Acknowledgments

- 8.1 You acknowledge that:
- (a) the Registers are public registers and that data submitted by you to the Registers may be made available to the public;
 - (b) as the Registers are user-administered, the JFSC and the Registrar are not required to verify the accuracy of any data submitted;
 - (c) entering personal data on the Registers without being registered under the Data Protection (Jersey) Law 2018 may be an offence and you may also be liable to pay compensation;
 - (d) the submission of content to the JFSC Registry APIs is in addition to any other requirements, duties and responsibilities contained in relevant legislation with which the entity must comply; and
 - (e) Registry Data and the guidance notes for users of the Registry, as set out at [<https://connect.zoho.com/portal/jfscregistryapi/manual/jfsc-registry-api-manual>] are for information purposes only and do not constitute legal advice and that you should not act on content which you access via the JFSC Registry APIs without taking legal advice.

9. Liability

- 9.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Jersey law.
- 9.2 The JFSC Registry APIs, Documentation and any content accessible through the JFSC Registry APIs are provided "as is" and, to the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the JFSC Registry APIs, Documentation or any content accessed through the JFSC Registry APIs, whether express or implied.
- 9.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- 9.3.1 your use of, or inability to use, the JFSC Registry APIs or Documentation; or
 - 9.3.2 your use of or reliance on any content accessed through the JFSC Registry APIs or our site.
- 9.4 We will not be liable for (in each case, whether arising directly or indirectly):
- 9.4.1 loss of profits, sales, business, or revenue;
 - 9.4.2 business interruption;
 - 9.4.3 loss or corruption of data;
 - 9.4.4 loss of anticipated savings; or

9.4.5 loss of business opportunity, goodwill or reputation,

nor will we be liable for any indirect or consequential loss or damage.

9.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the JFSC Registry APIs, the Documentation or our Site, or to your downloading of any content accessible through the JFSC Registry APIs.

9.6 Subject to the foregoing, our total aggregate liability, whether in contract, tort (including negligence and breach of statutory duty, howsoever arising), misrepresentation (whether negligent or innocent), restitution or otherwise, arising under or in connection with these terms of use shall be limited to £250.

9.7 You agree that if you enter, access or use the JFSC Registry APIs or content accessed via the JFSC Registry APIs:

(a) for an unlawful purpose or in breach of these Terms of Use; or

(b) in a manner that:

i) breaches or infringes the rights of any third party; or

ii) results in the JFSC and/or Registrar incurring any liability to any third party,

you will be liable to indemnify and to hold the JFSC and/or Registrar harmless for any loss suffered by the JFSC and/or Registrar or any liability incurred by the JFSC and/or Registrar caused or resulting directly or indirectly by or in connection with any of the matters referred to in paragraphs (i) and (ii), including any such losses or liabilities that are suffered or incurred as a result of, or in connection with, third party claims made against the JFSC and/or Registrar in respect of such matters.

9.8 You agree to indemnify the JFSC against any loss, damage, cost, expense, claim, proceeding or liability of any kind that the JFSC, any Registrar, Registers personnel or any third party service provider may incur arising out of or in connection with:

(a) your use (including unauthorised use except use that you could not have reasonably prevented) of or access to your API key or digital certificate; and

(b) the lawful exercise of the JFSC's rights under these Terms of Use.

10. Privacy

10.1 The JFSC's privacy policy (which can be viewed by clicking the link on the JFSC's home page www.jerseyfsc.org) applies to your use of the JFSC Registry APIs and the Registers.

10.2 By using the API key provided to you by us, you will be regarded as having also agreed to the terms of that privacy policy. Please ensure you agree to the privacy policy before using the API key.

10.3 Where you share personal data with us as part of the provision of information via the JFSC Registry APIs, both parties will be acting as independent data controllers and both parties shall, and shall procure that its employees and agents shall, comply with the Data Protection (Jersey) Law when it processes personal data in connection with this Agreement. In this situation, you agree to:

(a) ensure that you have an appropriate legal basis for the transfer of data to the JFSC;

- (b) ensure that all data subjects are notified, in a manner that complies with the Data Protection (Jersey) Law, about the nature of the data being shared, the type of recipient that will be receiving the personal data and the nature of the activities that will be carried out by the JFSC;
- (c) ensure that the personal data you disclose is accurate and, where necessary, kept up to date in accordance with the Data Protection (Jersey) Law;
- (d) respond to requests or notices from data subjects as required as a data controller and, where this relates to the JFSC's processing, notify the data subject that the JFSC is a separate data controller and that the data subject should contact the JFSC separately if he or she wishes to send a notice or make a request to the JFSC;
- (e) notify the JFSC without undue delay where you receive a request from a data subject that might reasonably be expected to affect the JFSC's data processing; and
- (f) notify the JFSC as soon as reasonably practical (in writing with full details) if you suspect or become aware of any breach of security of personal data, or loss or corruption or deletion of, or damage to personal data which has been shared with the JFSC where this has the potential to cause business disruption or reputational damage to the JFSC.

11. Changes to these terms

- 11.1 We may revise these terms of use at any time by amending this page.
- 11.2 Please check this page from time to time to take notice of any changes we made, as they are binding on you.

12. Changes to the JFSC Registry APIs

- 12.1 We may modify, enhance, amend or replace the JFSC Registry APIs and/or Documentation from time to time, and may change the content made available to you via the JFSC Registry APIs or our site at any time.

13. Notice

- 13.1 We may advise or notify you of any matter by any means (including by notice on our site, by telephone, email, post or facsimile to any relevant address or number you have provided to us).

14. Language

- 14.1 Any communication, notice or document with or submitted to the JFSC, Registrar or Registers personnel must be in English or an English translation provided unless otherwise permitted under applicable legislation.

15. Waiver

- 15.1 The failure to exercise, or delay in exercising, a right, power or remedy provided by these Terms of Use or by law shall not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of these Terms of Use, this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision. Any waiver provided by the JFSC must be in writing.

16. Partial invalidity

- 16.1 If any provision of these Terms of Use is unlawful, invalid or unenforceable, this will not affect the legality, validity or enforceability of any other provision of these Terms of Use.

17. Assignment

- 17.1 These Terms of Use are personal to you. You may not assign, transfer, sub-licence, declare a trust of, mortgage, charge or deal in any other manner with these Terms of Use, or with any of your rights or obligations under them, without the prior written consent of the JFSC. Any attempted assignment in violation of this Clause is null and void and of no force or effect. Subject to the foregoing, these Terms of Use are binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The JFSC may assign or transfer all or any of its rights or obligations under these Terms of Use to another part of the Government of Jersey, or as required by operation of law or other governmental order.

18. Entire agreement

- 18.1 These Terms of Use constitute the entire agreement between the parties in relation to its subject matter. It replaces and extinguishes all prior agreements, collateral warranties, collateral contracts, statements, representations and undertakings made by or on behalf of the parties, whether oral or written, in relation to that subject matter. Each party acknowledges that in entering into these Terms of Use it has not relied upon any collateral warranties, collateral contracts, statements, representations or undertakings, whether oral or written, which were made by or on behalf of the other party in relation to the subject-matter of these Terms of Use (together "**Pre-Contractual Statements**") and which are not set out in these Terms of Use. Each party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements. Nothing in this clause shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

19. Applicable law

- 19.1 These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Jersey law and you and we irrevocably agree that the courts of Jersey shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms of use or their subject matter or formation (including non-contractual disputes or claims).

20. Contact us

- 20.1 To contact us, please email [\[registryapi@jerseyfsc.org\]](mailto:registryapi@jerseyfsc.org).