

Terms and conditions for the ECB Information Management System ASTRA

The User obtaining access to the information management system 'ASTRA' of the European Central Bank (the 'ECB') acknowledges and undertakes to abide by the following terms and conditions (the 'Terms and Conditions'):

Any content held in ASTRA, whether uploaded by the User or the ECB, will be considered to be ECB information.

1.1 Right to Use ASTRA

The ECB grants the User the non-exclusive, non-transferable, temporary right to use ASTRA strictly in conformity with these Terms and Conditions. The ECB provides ASTRA exclusively for the purpose of exchanging information with the User. No ownership of the underlying software is hereby conferred to the User.

Access to ASTRA shall not be transferred by the Users to any third party. In particular, the User is not permitted to rent, sublicense or otherwise provide access to ASTRA to third parties, except as expressly authorised by the ECB.

The User is not entitled to use ASTRA beyond the scope of usage rights as granted in these Terms and Conditions. If the User uses ASTRA in excess of the scope as determined by these Terms and Conditions, without waiving any other rights or claims, the ECB may claim the costs arising in connection with the excess usage.

The grant and restriction of usage rights above also extends to all documents provided by the ECB with or for ASTRA.

1.2 Access to ASTRA

The ECB maintains the sole right to control access to information held in ASTRA. The ECB will periodically verify and update access rights.

The ECB may at any time withdraw access of a User to parts or to the entirety of ASTRA without reason, but in particular when the User has violated the acceptable use policy to which it consented during the registration process. Upon such withdrawal, the User shall immediately cease to use ASTRA.

The User shall inform the ECB without undue delay in case the exchange of information with the ECB is no longer required, e.g. if he or she will leave its organisation or has ceased to carry out the responsibilities for which access to ASTRA was granted.

1.3 Sensitive ECB information

ECB information shall be protected from unauthorised access and misuse as this might cause potential negative business, reputational or financial impact.

ASTRA allows for sharing ECB-PUBLIC, ECB-UNRESTRICTED, ECB-RESTRICTED and ECB-CONFIDENTIAL information, and the below information serves as orientation:

ECB-RESTRICTED

Likely to have a **MEDIUM** negative impact on the ECB/ESCB/SSM and/or would be likely to have one or more of the following consequences:

- Unsatisfactory quality or significant delays in performing ECB's processes incl. the delivery of project(s) which affects its ability to achieve its key business objectives (as enshrined in the Treaty) or partial failure to provide advisory functions.
- Market irritation and unwanted significant market movements during one day.
- Credibility affected over short (3 months-1 year) term.
- Negative pieces of information, and/or opinions.
- Media coverage in one or a few internationally recognized newspapers.
- Impact on financial assets¹ above EUR 100 000 to EUR 1 million

ECB-CONFIDENTIAL

Likely to have a **HIGH** negative impact on the ECB/ESCB/SSM and/or would be likely to have one or more of the following consequences:

¹ The financial loss, the additional costs of redoing activities or correcting damages, after consideration of existing insurances.

- Partial failure to perform ECB's processes incl. the delivery of project(s) which affects its ability to achieve its key business objectives (as enshrined in the Treaty) or failure to provide advisory functions.
- Unwanted adverse market reactions and significant market movements between 1 day to 1 week.
- Credibility affected over the medium term (1 – 3 years).
- Credible and negative pieces of information, and/or opinions.
- International media coverage incl. most internationally recognized newspapers.
- Impact on financial assets above EUR 1 million to EUR 10 million

1.4 Confidentiality

The User shall treat any information they are granted access to in ASTRA in strictest confidence and not share or divulge it to any unauthorised persons. The name and logo of the ECB or its service providers that are displayed or mentioned in these Terms and Conditions, on this website or in the ASTRA workspace are protected by statutory law. The User shall not use the ECB's name without the ECB's prior written consent.

1.5 Source Code

The User is not entitled to receive the source code to ASTRA and shall not reverse engineer the underlying software. The User is also not authorised to change, develop, or otherwise modify ASTRA or to produce derivative works based on, or incorporated with, ASTRA.

Any violation of the above obligation shall result in the immediate suspension of the User's access and usage rights to ASTRA. Additional rights and legal claims of the ECB shall remain unaffected by such suspension.

1.6 Distribution, download and external use of information

In case the information to which access is granted is printed or downloaded, the User shall ensure that the information cannot be accessed by or disclosed to unauthorised third parties.

The User is responsible for ensuring that such information is properly protected, both technically and physically, in accordance with its classification, as outlined below:

- The User shall ensure that the proper mechanisms for IT identification, authentication and access management (the authorisation of access to information and enforcement of restrictions) are applied for sensitive ECB information stored in their IT systems.
- The User shall ensure that the IT security requirements apply irrespective of the system used to store or process the sensitive ECB information.
- The User shall ensure that physical security protection measures are applied to sensitive ECB information proportionally to the negative impact unauthorised access to or disclosure of such information could have.
- The User shall ensure that areas containing sensitive information are protected against unauthorised access and that sensitive ECB information is not left unattended in areas where unauthorised access to the information is possible.
- The User shall ensure that persons having custody of sensitive ECB information store it securely when leaving it unattended. Appropriate protection must be applied for the disposal of sensitive ECB information.

1.7 Retention and Disposition

Retention and disposition of information stored in ASTRA will be managed by the ECB, according to its retention policy.

The User shall ensure that locally downloaded ECB information is disposed of as soon as the User no longer needs it to execute their ECB related tasks.

1.8 Upload of Information

The User shall upload information to ASTRA in line with the information management guidelines available to all ASTRA users via the 'How to use ASTRA' folder in ASTRA.

In case the User uploads information to ASTRA, he/she shall ensure alignment with the appropriate security classification. In case the information exceeds the sensitivity level above, this information must not be uploaded to ASTRA.

The User warrants that only such information will be uploaded that are necessary and related to the policies, tasks, activities or decisions of the ECB, including the tasks performed in accordance with the Union Treaties, Protocol (No 4) on the Statute of the European System of Central Banks and of the European Central Bank and Council Regulation (EU) No 1024/2013 of 15 October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of

credit institutions and that the provision, publication and use of such information is in accordance with the law, in particular criminal law, copyright and trademark law as well as personal rights.

In the event of a dispute the User shall indemnify the ECB from and hold it harmless against all third party claims in accordance with statutory law.

1.9 Audit trail

Any action on information in ASTRA will be registered in the corresponding audit trail of the system. The ECB has the right to use the audit trail for the purpose of monitoring compliance with the requirements specified in this declaration.

1.10 Incident reporting and suspension of access

In case sensitive information is exchanged by the User in breach of confidentiality, data protection or other requirements imposed by law and/or this declaration, the User shall take appropriate measures in order to remedy this breach and prevent such data from being further disseminated. Any incident of unauthorised disclosure of information must be reported to the ECB without undue delay (latest within 24 hours from the occurrence of such event). The ECB may suspend the User's access to ASTRA and request the User to erase any locally stored information with immediate effect in the case where the ECB determines that this is necessary in order to prevent a breach of this declaration or to ensure compliance with any provision of law applicable to the User.

1.11 Warranty and Liability

Although the ECB and its service providers have attempted to provide accurate information with regard to ASTRA, the ECB assumes no responsibility for the accuracy or inaccuracy of that information. The User's access and use of ASTRA is solely at the User's risk.

To the extent permitted by applicable laws ASTRA is provided by the ECB "as is" and the ECB disclaims all warranties, conditions and other obligations of any kind, either expressed or implied, including, but not limited to the implied warranties of fitness for a particular purpose or non-infringement, or warranties arising from a course of dealing, usage, or trade practice.

In relation to the provision of ASTRA or the information provided therein, the ECB shall be liable for any deliberate or negligent act or omission in accordance with statutory law. This liability shall not exceed 10.000 EUR. Nothing in these Terms and Conditions shall limit the ECB's liability in the event of

deliberate acts, gross negligence, liability pursuant to the provisions of the German Product Liability Act (Produkthaftungsgesetz), or in any other case of mandatory statutory liability, in each case in accordance with the relevant statutory provisions.

1.12 Data Protection

Personal data of users of ASTRA shall be processed by the ECB as data controller in accordance Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC. For the purposes of granting access to ASTRA, as well as for audit and information management purposes, the ECB processes the users' name and contact details, data regarding the users' usage of ASTRA (log files) and the users' actions taken against items (audit trail) are stored in ASTRA.

1.13 Privacy Notice

The User's personal data will be processed in accordance with EU Data Protection Law (Regulation (EU) 2018/1725). The personal data collected are the user's full name, email address, phone number and, in some instances, job title.

The ECB is the controller for the processing of these personal data. The Directorate-General Secretariat–Information Governance Division is the unit entrusted with the processing.

For the creation of User accounts for ASTRA, the data is processed on behalf of the ECB by the external providers iWelcome and Opentext. For further information please find the [iWelcome privacy policy](#) and the [Opentext privacy policy](#).

The personal data are processed in the performance of a task carried out in the public interest (Art. 5(1)(a) EU Data Protection Law). The personal data are necessary for the following purposes:

- (i) The secure sharing of information between the ECB and third parties in order to collaborate on information.

The recipients of these personal data will be all other users in the same ASTRA space, as well as dedicated staff members of the ECB and of the service providers for the components of the ASTRA system (iWelcome and OpenText Corporation).

The User's data will be stored in data centres located in the EEA area. User's data may be accessed by selected staff members of OpenText Corporation based on an [Adequacy Decision of the European Commission](#) which states that a third country ensures an adequate level of protection of personal data, either because of its domestic law or because it has entered into international commitments.

The personal data necessary for the creation of the User account will be stored in the designated ECB staff members' mailboxes for max 1 year after receipt, in iWelcome for as long as the user is actively collaborating with the ECB and will be deleted within 12 months after the user becomes inactive. In ASTRA the personal data (name and email address) will be kept in the audit log until the documents are deleted manually or in accordance with the retention period applicable to the document under the ECB filing and retention plan.

In accordance with the abovementioned Regulation, the User has the right to access or rectify his or her personal data processed by the ECB. The User also has (with some limitations) the right to request deletion of personal data or to restrict the processing of his or her personal data by contacting the ECB.

The User can exercise his or her rights by contacting ASTRAdataprocessing@ecb.europa.eu. The ECB's Data Protection Officer can be contacted via dpo@ecb.europa.eu answers all queries relating the protection of personal data.

If the User considers that his or her rights under Regulation (EU) 2018/1725 have been infringed as a result of the processing of your personal data, the User may, at any time, lodge a complaint with the [European Data Protection Supervisor](#).

1.14 Dispute settlement and applicable law

These terms and conditions shall be governed in all respects by German law, including its validity, construction and performance, and without regard to principles of conflicts of law or the United Nations Convention on Contracts for the International Sale of Goods.

Where the User is a business person within the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity governed by public law or a local authority (Gebietskörperschaft) under public law, the exclusive place of jurisdiction for all disputes arising in connection with these terms and conditions shall be Frankfurt am Main. If the Contractor has no general venue in the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising in connection with the Contract shall be Frankfurt am Main, Germany.

The User is advised to save a copy of these Terms and conditions for his or her personal files.