

## **Terms and conditions for the IMAS portal**

### **1. General**

- 1.1. The IMAS (Information Management System) portal (hereinafter “portal”) is the online platform supporting submissions of applications, notifications, reporting or other exchange of information between supervisors and supervised entities (or authorised third parties) for certain supervisory processes which are under the competence of the European Central Bank (ECB) as set out in Article 4 of the SSM Regulation (SSMR) (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 further detailed in the SSM Framework Regulation (SSMFR) (Regulation (EU) No 468/2014 of the European Central Bank of 16 April 2014 establishing the framework for cooperation within the Single Supervisory Mechanism between the European Central Bank and national competent authorities and with national designated authorities (ECB/2014/17)), excluding the tasks and responsibilities in relation to less significant institutions referred to in article 6 (4) of the SSMR.
- 1.2. The portal does not change the respective tasks and responsibilities of the ECB and national competent authorities (NCAs) and the cooperation between them as set out in the SSMR and SSMFR, nor does it change the applicability of national legislation as set out in Article 4 (3) of the SSMR. ECB supervisors and NCA supervisors work in the ECB information management system that serves as the back-end of the portal.
- 1.3. For those supervisory processes where NCAs are the point of entry to submit information in accordance with the SSMR or the SSMFR, a submission in the portal by a supervised entity (or authorised third party) is legally compliant with these regulations. Per NCA, the use of the portal is mandatory or voluntary for supervised entities (or authorised third parties) as set out in the implementation measures adopted by the NCAs to the extent permitted by relevant national law. Where applicable, all data submitted via the portal may also be recorded in NCA information systems.

## 2. Glossary for purposes of these terms of use

- *Supervised entity*: a significant supervised entity in the sense of Article 2 (16) and (20) of the SSMFR or, as far as the tasks of Article 4 (1) (a) and (c) of the SSMR are concerned, a less significant supervised entity in the sense of Article 2 (7) of the SSMFR.
- *Authorised third party*: an applicant for an authorisation to take up the business of a credit institution according to Article 14 of the SSMR, or a legal or natural person who notifies an intention to acquire a qualifying holding in a credit institution established in a participating Member State according to Article 15 SSMR, authorised to access to the portal.
- *User*: an authenticated and authorised natural person, who on behalf of the supervised entity (or authorised third party) has access to the portal and, in accordance with his/her role, creates, edits and/or submits processes, exchanges information with the supervisors, and follows the status of the processes.
- *Supervisory process*: a process associated with one of the ECB competences as set out in Article 4 of the SSMR, requiring some form of interaction between a supervised entity (or authorised third party), on the one hand, and the ECB and, where applicable, NCAs on the other hand, resulting in a supervisory assessment, investigation, examination, approval, authorisation, enforcement, sanction or measure.

## 3. About these terms of use

- 3.1. These terms of use set out the rules by which supervised entities (or authorised third parties) and their users must abide when using the portal. Initial acknowledgment takes place before any users for a particular supervised entity (or authorised third party) are created by the ECB. For supervised entities that are part of a supervised group, the parent credit institution or the (mixed) financial holding company initially (i.e. at the time the first delegated administrators are created by the ECB) acknowledges the terms of use on behalf of all the supervised entities part of the group. Actual use of the portal implies that the supervised entity (or authorised third party) and users agree to remain bound by all the terms of use.
- 3.2. The terms of use are available in the portal. When a new user for a particular supervised entity (or authorised third party) logs in into the portal the first time, the user will be required to acknowledge the terms of use.
- 3.3. To ensure the proper functioning of the portal, the ECB may at any point in time update the terms of use without prior notice to the supervised entity (or authorised third party) (e.g. when new functionalities are added to the portal). The modified terms of use are published in the portal

and enter into force automatically as of their date of publication. Existing users are alerted about the update when they log in for the first time after the said publication.

#### **4. Access and connection to the portal**

- 4.1. The portal can be entered via the ECB Banking supervision website or via a link on NCA's websites. Access to the IMAS Portal is granted through the ECB Identity Portal (<https://id.ecb.europa.eu/login/>). Separate terms of use apply for the ECB Identity Portal ([https://www.ecb.europa.eu/services/data-protection/privacy-statements/html/ecb.privacy\\_statement\\_identity\\_portal.en.html](https://www.ecb.europa.eu/services/data-protection/privacy-statements/html/ecb.privacy_statement_identity_portal.en.html)).
- 4.2. Supervised entities appoint one or more delegated administrator(s) responsible for creating and managing users of the portal and assigning roles to them. Supervised groups appoint one or more delegated administrator(s) responsible for creating and managing users of the portal and assigning roles to them. Supervised entities are responsible for organising user management in such a way that only persons with sufficient authority and valid business needs have access to data in the portal.
- 4.3. Technical requirements to access to the portal as well as users management rules are set out in the user manual, which is available to users in the ECB Banking supervision website before entering into the IMAS portal. The use of the portal requires two-factor authentication of the users. Authentication is only valid in conjunction with business email accounts.
- 4.4. Any data being transferred over the portal between the supervised entity (or authorised third party) and the supervisors, or vice versa, is transferred using a secure encrypted connection. It is the responsibility of the third party and its users to make sure and verify that the user maintains communication with the real website (i.e. to verify the validity of the website certificate).

#### **5. Functioning and development of the portal**

- 5.1. The functioning of the portal is described in the user manual which sets out, among other things, the supervisory processes covered, the portal functionalities associated with these processes and other features of the portal more generally.
- 5.2. The ECB is responsible for the portal and ensures the correct and performant functioning of the portal as well as its IT-security, including incident management. The ECB maintains the portal, reserving the right to make any changes deemed necessary to improve the functioning of the portal. In particular, it may add, modify or delete functionalities offered by the portal. It also

reserves the right to suspend all or part of the services offered by the portal without prior notice, in particular for security reasons or for any other reason deemed necessary.

- 5.3. The ECB, where relevant and only with consent from the NCA(s) concerned, reserves the right to make changes in the portal in the event of (national) legislative or regulatory changes.
- 5.4. In cases of unavailability of the portal, the ECB shall organise timely intervention and put in place back-up and recovery measures. In the event of prolonged unavailability due to technical reasons that affect the timely submission of applications, notifications, reporting or other exchange of information by supervised entities (or authorised third parties), the ECB will propose, together with the NCAs concerned, an alternative way of submission (such as via email or in paper) allowing the supervised entity (or authorised third party) to meet legal deadlines. Once the portal becomes available again, the ECB will evaluate – together with the NCAs and the supervised entity (or authorised third parties) concerned – whether or not, and what way, they update missing information and documentation in the portal.
- 5.5. The ECB shall not be held liable in case of delay or non-performance of its obligations under these terms of use which would be the consequence of an event constituting force majeure.
- 5.6. In the event of force majeure, supervised entities (or authorised third parties) and supervisors shall inform each other as soon as possible of the occurrence of an event of this nature and shall make their best endeavours to restore use of the portal as soon as possible.
- 5.7. A centralised technical support for portal users is provided by the ECB. Contact references are provided in the portal.
- 5.8. The ECB is the copyright owner of the portal and its original content, features and functionality. Reproduction of the portal (or parts of it) on other websites or any public or private information system is not permitted without prior written authorisation from the ECB. Printing and reusing of the content of the portal is allowed only for the own use of the supervised entity (or authorised third party), excluding any profit making activities.

## **6. Data governance**

- 6.1. The ECB and NCAs only use the data (whether incorporated in documents or not) submitted via the portal to execute the various European and national statutory supervisory tasks, subject to the applicable data protection and confidentiality rules. For further information on the ECB's processing of personal data related to SSM supervisory processes please refer to the related privacy statement on the ECB Banking Supervision website.<sup>1</sup> National privacy statements are available on the NCAs' respective websites.

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<sup>1</sup> See <https://www.bankingsupervision.europa.eu/home/data-protection/privacy-statements/html/index.en.html>.

6.2. All data submitted via the portal are recorded in the ECB information management systems and, where applicable, in the systems of the NCAs. The data associated with a particular supervisory process are accessible in the portal to all users, who have the same type of user role, for the whole duration of the process and until four years after the process end-date. Beyond this period, most data are deleted from the portal, but remain available in ECB and NCAs information management systems. Only core data for the relevant process will be kept in the portal. Data submitted via the portal are managed according to internal policies and procedures set up by the ECB and NCA and, if necessary, they may be printed or copied to support processes in accordance with the regulatory framework.

## **7. Use of the portal**

- 7.1. Supervised entities (or authorised third parties) are responsible for the proper use of the portal by their delegated administrators (where applicable) and users, including safeguarding the confidentiality of data at the side of the supervised entity (or authorised third party), protection of the two-factor authentication data and correctness of any user account information.
- 7.2. The supervised entity (or authorised third party) has to carry out an annual review of the existing users and their roles; in this regard, the validity of permissions should be checked. User accounts that remain unused for one year will be deleted automatically after prior notice has been given.
- 7.3. In case a supervised entity ceases to exist as a result of e.g. a merger or acquisition, user accounts can be terminated by the ECB. User accounts can also be terminated by the ECB without prior notice if an abusive behaviour, such as, among other things, a hacked account or data leak, is detected. The termination of an account may result in the forfeiture and invisibility of all information associated with the account.
- 7.4. Supervised entities (or authorised third parties) take liability for the correctness and completeness of data submitted via the portal.
- 7.5. The portal cannot substitute for the own document management of the supervised entities (or authorised third parties). Original documents, duly signed and legally valid, must be kept in the archives of the supervised entity (or authorised third party) to be provided to the ECB or, where applicable NCA, upon request.
- 7.6. Messages sent via the portal can be used as formal acknowledgment of receipt when required for supervisory processes in accordance with national law.
- 7.7. The supervised entity (or authorised third party) or, for supervised groups, the parent credit institution or the [mixed] financial holding company are aware that, in line with the current

practice, the Secretariat of the Supervisory Board will continue to notify them about final ECB decisions, in line with Article 35 of the SSMFR. In addition, for supervisory processes resulting in an ECB supervisory decision, a copy of this decision can be made available to users through the portal, provided that the supervised entity (or authorised third party) or, for supervised groups, the parent credit institution or the [mixed] financial holding company concerned has agreed in advance and in writing that users with “read, edit, submit” permission are also authorised to have access to ECB supervisory decisions in the portal.

## **8. Cookies**

- 8.1. Users are informed that each connection to the portal may lead to the automatic installation of a cookie on their navigation software.
- 8.2. A cookie is a small piece of information, exchanged between the portal server and the users' computer, allowing the portal server to retrieve information on users' use of the portal.
- 8.3. Cookies in the portal are limited to those necessary for the proper functioning of the portal. If they are blocked, the portal will not work. They manage the connection information and provide a secure connection. Cookies put in place are only used to connect and authenticate the user; no personal data is collected via cookies.