

LEGAL · FINGAURD REGTECH

Terms of Service, Privacy & Cookie Policy

SERVICE

PromoCheck — FCA financial-
promotion review

PROVIDER

FINGAURD Ltd (FINGAURD
RegTech)

VERSION

1.0

EFFECTIVE

July 2026

GOVERNING LAW

England & Wales

CONTACT

contact@fingaurd.com

Working draft. This document consolidates the terms published at promocheck.fingaurd.com. It is provided as a starting point and should be reviewed by a qualified solicitor before you rely on it. It is not legal advice.

PromoCheck is an automated compliance-review aid, not legal or regulatory advice, and does not approve or certify any financial promotion. Under FCA rules, responsibility for a financial promotion rests with the regulated firm.

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Terms of Service

These terms govern your use of PromoCheck (the "Service"), provided by FINGAURD Ltd, part of FINGAURD RegTech. By using the Service you agree to them.

1 What the Service is

PromoCheck is an automated aid that reviews financial promotions against a maintained set of FCA financial-promotion rules and returns flags, citations, and a record of the review. It is a decision-support tool for compliance professionals.

PromoCheck does not itself carry on any regulated activity under the Financial Services and Markets Act 2000, does not communicate or approve financial promotions, and does not provide legal or regulatory advice. It is software that supports the regulated firm's own review process. FINGAURD Ltd is not acting as your compliance function, adviser, or approver.

2 Not legal or regulatory advice; your responsibility

The Service does not provide legal, regulatory, or compliance advice, and does not approve, certify, or authorise any financial promotion. Under FCA rules, responsibility for a financial promotion rests with the regulated firm communicating or approving it. You remain solely responsible for the compliance of your promotions and for having them reviewed and signed off by a suitably qualified person before publication.

3 Accuracy and no warranty

The Service uses automated models and may produce incomplete, inaccurate, or missed findings. The absence of a flag is not a statement that a promotion is compliant. The Service is provided "as is" and "as available", without warranties of any kind, whether express or implied, including fitness for a particular purpose and accuracy, to the fullest extent permitted by law.

4 Acceptable use

You will not submit unlawful content, attempt to reverse-engineer or disrupt the Service, or use it to provide a competing automated compliance service. You are responsible for the content you submit and for holding any rights necessary to submit it.

5 Accounts

Access is tied to your work email and scoped to your firm. You are responsible for activity under your account and for keeping access credentials secure.

6 Limitation of liability

To the fullest extent permitted by law, FINGAURD Ltd will not be liable for any indirect, incidental, special, or consequential loss, nor for loss of profits, revenue, goodwill, or any regulatory penalty, fine, or enforcement cost arising from your use of or reliance on the Service. The total aggregate liability of FINGAURD Ltd arising out of or in connection with the Service is limited to the amounts you paid for the Service in the twelve months preceding the event giving rise to the claim. Nothing in these terms excludes liability that cannot lawfully be excluded.

7 Data

Our handling of the content you submit and of your account data is described in Part B (Privacy & Data), which forms part of these terms.

8 Changes and termination

We may update the Service and these terms; material changes will be notified. We may suspend or terminate access for breach of these terms.

9 Governing law

These terms are governed by the laws of England and Wales, and the courts of that jurisdiction have exclusive jurisdiction, subject to any mandatory consumer protections.

Contact: contact@fingaurd.com

Privacy & Data

This part explains what PromoCheck collects, how it is used, and where it is processed, so your vendor review and data-protection impact assessment have a straight answer. The data controller is FINGAURD Ltd, part of FINGAURD RegTech.

B1 What we collect

- Your work email, used to sign you in and scope your data to your firm.
- The promotion text and context you submit for review.
- An audit record of each review: the assessment, the findings, the rule-set version, a short text preview, and a cryptographic hash of the submitted text.

B2 How we use it

Submitted text is sent to the configured language-model provider to produce the review, and the review is stored in your firm's audit trail so you can evidence what was checked and when. We do not sell your data or use your submitted promotions to train models.

B3 Data minimisation

The audit trail deliberately stores a short preview and a hash of each promotion rather than the full text where the full text is not needed, keeping no more than a review requires.

B4 Sub-processors and processing region

Reviews are produced by a third-party large-language-model provider. The current provider and its processing region are stated on the live Privacy & data page at promocheck.fingaurd.com/privacy and are provided on request. If the stated region does not meet your data-residency requirements, a UK/EU or self-hosted model can be arranged on the Firm plan; contact us before submitting production data. Hosting is provided by Vercel. We do not use your submitted promotions to train models.

B5 Retention

Audit records are retained for six years, then deleted or anonymised. This period reflects the FCA's financial-promotion record-keeping expectations (COBS 4.11.2R, with COBS 4.11.3G indicating a period of at least six years) and the general six-year limitation period, balanced against the UK GDPR storage-limitation principle (Article 5(1)(e)). Your work email and account data are kept only while your account is active. You can request export or deletion of your firm's records at any time.

B6 Your rights

Under UK GDPR you have rights of access, rectification, erasure, restriction, and portability over personal data. To exercise them, contact contact@fingaurd.com. If you are not satisfied you may complain to the Information Commissioner's Office (ICO).

Contact: contact@fingaurd.com · Data-protection enquiries: contact@fingaurd.com

Cookie Policy

PromoCheck is built to use as few cookies as possible. We set only what is strictly necessary to sign you in and keep your session secure.

c1 Cookies we use

We set a single strictly-necessary cookie. It is required for the Service to function and is not used to track you across sites.

NAME	PURPOSE	TYPE	DURATION
pc_session	Keeps you signed in and scopes your checks and audit trail to your firm. It holds a signed session token, not your promotions.	Essential	Session / until sign-out or expiry

Because this cookie is strictly necessary, no consent is legally required for it under the Privacy and Electronic Communications Regulations (PECR). We still show a short notice for transparency.

c2 What we do not use

We do not use analytics, advertising, social-media, or other third-party tracking cookies, and we do not build advertising profiles. If we introduce any optional (non-essential) cookies in future, we will ask for your consent first and will not set them unless you accept.

c3 Your choices

The cookie notice lets you **Accept** or **Reject non-essential** cookies. Your choice is stored in your browser’s local storage so we can honour it and gate any future optional cookies. Rejecting has no effect on the essential pc_session cookie, which is required to sign in. You can also block or delete cookies through your browser settings, though signing in will not work without the essential cookie.

Questions about this policy: contact@fingaurd.com