

SWIFTSmart - Terms and Conditions

1. Terms and Conditions

These SWIFTSmart terms and conditions, together with the online ordering form governed by the Ordering Terms, are together the "Agreement" that govern the provision of the SWIFTSmart services ("Services") by SWIFT. The SWIFTSmart Platform ("the Platform") is composed of a series of electronic educational technology (also called "e-learning") courses and other types of (online) training programs which are all referred to as "Content" in these terms and conditions.

This Agreement shall become effective upon Your first login to the SWIFTSmart Services.

For the purposes of this Agreement "SWIFT" refers to the SWIFT Company identified in your contract documentation. "You/ Your" refers to the company subscribing to the services as indicated in the ordering form as well as a person working under the responsibility of and duly authorised by the SWIFT User or SWIFT Partner to represent the SWIFT User or SWIFT Partner and to register to the Platform.

"SWIFT User" or "Institution" means an authorised ordering institution (BIC 8) as specified on the (online) ordering form.

A "User(s)" or "Member" means an individual with a Member Profile and Credentials to log onto the Services and, for purposes of this Agreement, includes (i) You/ Your, (ii) Your employees, personnel, and contractors.

In the context of SWIFT documentation, certain terms have a specific meaning. These terms are called SWIFT-defined terms (for example, customer or user). The definitions of SWIFT-defined terms appear in the [SWIFT Glossary](#). A reference to a document or form refers to the latest version in force.

SWIFT will provide You access to the Platform and Services as described below.

2. Platform Registration

Member Accounts

Each individual Member that works under Your responsibility or is duly authorised by You to access the Platform must individually register to the Platform and Services by using his/ her Swift.com account and accepting the Terms of Use of the Platform. Upon registration, each Member will have a Member Profile which contains the personal information taken from his/her Swift.com account. The Member may also be requested directly to provide additional optional information (in accordance with the Terms of Use).

SWIFT may use the information related to a Member Profile in order (i) to better understand the Member's use of the Service and (ii) to support and ameliorate the related Services and transactions provided via/ on the Platform. Each Member will automatically be placed on a list to receive the Training e-mail newsletters and other Training-related emails (containing important functionality changes and offerings of new Services related to the Platform). Members may opt-out from these mailing lists at any time in accordance with the Terms of Use and the privacy terms included therein.

Each Member is personally responsible for maintaining the security of its Account (including the confidentiality of its username and password) and in this regard fully responsible for all activities that occur under the Account and any other actions taken in connection with the Account. A Member must immediately notify SWIFT of any unauthorized uses of its Account or any other breaches of security known or suspected by the Member. SWIFT will not be liable for any acts or omissions by You or Your Members, including any damages of any kind incurred as a result of such acts or omissions. A Member Account is always personal and cannot be transferred or used by any third party.

Your Registration

Your registration will become effective upon confirmation by or on behalf of SWIFT. Your registration may be refused by SWIFT at its sole discretion (e.g. in compliance with Sanctions and Export Control applicable regulation). Likewise, the registration of Members can be refused by SWIFT at its sole discretion (e.g. if the Member is not working under the responsibility of an authorized SWIFT User or a recognised SWIFT Partner).

3. No fitness for purpose

You further agree with respect to the Services and content published on the Platform ("Content") to accept the responsibility for their selection to achieve your intended results, their use and the results obtained therefrom. In any event, the Services must not be regarded as a substitute for compliance with usual financial industry prudence and practice or any obligations or duties applicable in the business you are operating. The Services and Content may include guidelines or recommendations or interpretation of data. You are solely and exclusively responsible for deciding any particular course of action or omission and for implementing any actions or taking

any business decision on this basis. SWIFT disclaims all liability with regard to such actions or decisions and their consequences. SWIFT will not be held responsible nor accept liability for damages resulting for actions taken by you based on the information supplied in the Services and Content.

4. Intellectual Property and Confidentiality

You recognise that any and all rights, including title, ownership rights, copyright and any other intellectual property rights, in the Content, including the Training Courses and Services will remain the sole and exclusive property of SWIFT and/or its suppliers. Furthermore, you acknowledge that all product, service or company names that are used in connection with the Services and Content are the trademarks or registered trademarks of their respective owners. You shall not modify or remove any copyright or proprietary notices on the Services and Content and shall reproduce such notices in the form in which they appear on the original on any copies of the Services and Content or part thereof. You are not authorised to reproduce, modify, make publicly available, transmit, distribute, perform, transfer or sell, create derivative works of, or in any way exploit any part(s) of this Platform or its Content without the prior written consent of SWIFT.

You are responsible for the content that You or Your authorised Users post on the Platform. In this respect, you ensure (i) that no copyrighted content will be posted on the Platform unless You have the permission of the copyright owner to post it or You have the permission of the copyright owner to post it; (ii) that no content will be posted on the Platform revealing Your trade secrets if You do not want this to be publicly available to all Platform users; (iii) that no content will be posted on the Platform that infringes on any other intellectual property rights or privacy and image rights of others.

In addition, You agree that the content posted by Your authorized Users on the Platform can be used by SWIFT for its own purposes, such as to improve the Training Courses, Services and Content or as evidence to track a Platform issue. You therefore hereby grant a perpetual, global non-exclusive and free of charge license to SWIFT over any intellectual property rights on such content.

Furthermore, You agree to be bound by the Confidentiality clauses of SWIFT's General Terms and Conditions (as set forth on swift.com), regarding use, confidentiality and non-disclosure of information. These clauses are hereby incorporated herein, mutatis mutandis, with the effect that all information in any form exchanged in connection with the Services and Content shall have the benefit of these clauses.

5. Infringement

If the Content is held to constitute an infringement by SWIFT of rights of third parties, or its use is enjoined, partly or wholly, SWIFT will, at its discretion and expense, use all reasonable efforts either to:

- obtain the right for You to continue using the Content; or
- modify the Content so that it becomes non-infringing.

If SWIFT is unable despite all reasonable efforts to secure either option, SWIFT will, notwithstanding anything to the contrary herein, have the right to remove the concerned Content from the Platform without any further liability.

6. Licence

Yearly subscription to the Services is mandatory for all SWIFT Users. With certain exceptions, usage of the Services is unlimited with regards to volume of Content accessed.

Once Your subscription to the Services has been approved by SWIFT, SWIFT grants you a non-exclusive licence to use the Platform Content on the strict conditions that:

- it shall only be used and accessed by You and shall not be disseminated to other institutions;
- use of the Content other than as specified above shall only be permitted with SWIFT's prior written consent;
- it may not be copied, translated, modified, reverse engineered, decompiled or disassembled;
- given the importance of ensuring data privacy and the protection against potential security risks, You must employ, and ensure that Your authorised users employ, all necessary security controls to protect against any unauthorised access and the introduction of any harmful item (such as malicious code) to the Content.

Please refer to the Terms of Use for the Code of Conduct principles which govern the use of the Platform.

In addition, access to the Platform may not be rented, leased, assigned, distributed or transferred to third parties without SWIFT's prior written consent.

7. Warranty

Except as expressly provided for herein, and to the extent permitted under applicable law, the Services and Content are provided "as is" and SWIFT expressly disclaims all warranties and conditions, either express or

implied, including but not limited to implied warranties of merchantability title fitness for a particular purpose. Although SWIFT undertakes commercially reasonable efforts to ensure the quality of the Services, SWIFT does not warrant that the information contained in the Services and Content is error-free, accurate, complete and up-to-date, that the use of the Services will be un-interrupted, that the Platform is free of viruses (taken into account the risks that are intrinsic to the use of Internet), that errors in the Services are correctable or will be corrected, nor that the Services are compatible with any particular operating systems.

8. Liability

To the extent permitted by applicable law, neither SWIFT nor its suppliers shall have any liability to You or any other party for any indirect, incidental, special, or consequential damages whatsoever related to the use of the Platform, including, but not limited to, loss of revenue or profit, lost or damaged data or other commercial or economic loss, even if SWIFT has been advised of the possibility of such damages, or they are foreseeable. Furthermore, neither SWIFT nor its suppliers shall be responsible for claims by a third party, and SWIFT's maximum aggregate liability and that of its suppliers shall not exceed either (i) the fees paid by You for the SWIFTSmart Services (to be calculated in proportion of the period of use under the relevant annual period) or (ii), if no fees have been paid a maximum amount of ONE THOUSAND EURO (EUR1, 000.00).

For the avoidance of doubt, SWIFT shall not be liable for any damages whatsoever related to any decisions, including, but not limited to, employment decisions, made by a SWIFT User or Institution on the basis of information provided by SWIFT about Users' or Members' use of the Platform, including, but not limited to, participation in trainings, to the fullest extent permitted by applicable law. SWIFT Users and Institutions remain solely responsible at all times for compliance with any applicable laws with regard to such decisions, including labour laws.

Above limitations and exclusions of SWIFT's liability do not apply in case of fraud or when prohibited by law.

9. Indemnity

You agree to hold SWIFT and each affiliate, officer, director, subcontractor, representative and employee of SWIFT (SWIFT and all such persons and entities, collectively, the "SWIFT Parties") harmless from, and agree to indemnify the SWIFT Parties against, any and all actions, proceedings, losses, claims, demands, expenses (including, without limitation, expenses of legal counsel) and liabilities of any nature (collectively, the "Liabilities") that may be asserted against any such SWIFT Party in connection with Your use of the Platform and related Services or this Agreement, with the exception of such Liabilities which are finally and judicially determined (including the conclusion of any appeal) to have resulted from the fraud, wilful misconduct or gross negligence of any of the SWIFT Parties.

10. Invoicing and Payment

You shall pay to SWIFT the applicable fees, as are further described under swift.com – SWIFT Pricing and Invoicing documentation, Training pages or other applicable documentation You received from SWIFT. Unless provided otherwise, the terms and conditions for invoicing and payment in the Pricing and Invoicing module of the SWIFT User Handbook shall apply to any charge and fee payable hereunder.

11. Data Privacy - Public Announcement

Personal Data collected by SWIFT

You acknowledge and agree that SWIFT directly or through its agents processes personal data relating to or supplied by You, and/or Your employees and officers and Your authorised Users, for purposes relating to services and products registration, offering, security management, maintenance and support, accounting and records keeping, customer management and information, and, more generally, the performance of SWIFT's obligations under the present Terms and Conditions. In addition, the personal data pertaining to Your employees (e.g. the Learning Coordinator(s)) and Your authorised Users will be processed by SWIFT for the purposes related to and in accordance with the Terms of Use of the Platform.

In this regard, we may additionally use personal data relating to You or Your authorised Users to provide you with newsletters and emails related to the Platform and present Services and to invite you to participate in customer consultations and satisfaction surveys, in accordance with your preferences.

You can object to the use of your data for marketing purposes at any time. You also have the right to access and, where appropriate correct or update the personal data pertaining to You, object to or restrict the processing of Your personal data where appropriate, withdraw any consent provided, and delete Your personal data. You may exercise these rights by sending your request (with a proof of your identity) to the SWIFT Privacy Officer at privacy.officer@swift.com.

In any case, where there is any personal data collected and supplied to SWIFT by You or on Your behalf, you shall ensure that such data is only collected and supplied for the above-mentioned purposes to SWIFT in accordance with all applicable laws and regulations and without infringing any third party rights. You acknowledge and guarantee (and shall cause all other persons concerned to acknowledge and guarantee) that

each person concerned has provided his/ her consent for this and shall be provided with the required information regarding the processing of his/ her personal data as set out in the present article. If the use of the Platform involves disclosures of personal data of Your employees, officers or authorised Users to other Users or Members located outside of the European Economic Area in jurisdictions that do not provide the same level of data protection as the jurisdiction in which the data were originally provided, You agree to ensure compliance with applicable data transfer restrictions, including any requirements to obtain consent from each person concerned.

You authorise SWIFT to include Your institution's name as customer's reference in any customer's list or in any other public announcement. Prior to any use of SWIFT's name or SWIFT product or service names or those of its suppliers, You must obtain the prior written consent from SWIFT.

Personal Data provided by SWIFT

When SWIFT sends You personal data of Users or Members upon Your request, including by means of statistics or other reports, You acknowledge and guarantee that You have ensured compliance with applicable law, including all applicable labour, privacy and data protection laws with regard to such disclosures. In particular, You agree to inform Your employees, officers and authorised Users about the purposes for which You will use the personal data provided by SWIFT, and You shall obtain and record their explicit consent wherever applicable, and keep the information and consent at disposal of SWIFT and deliver it timely upon request by SWIFT. You agree to use the personal data provided by SWIFT only for the purposes specified to the persons concerned and in accordance with applicable law, including all applicable labour, privacy and data protection law. If such data disclosures involve data transfers outside of the European Economic Area to jurisdictions that do not provide the same level of data protection as the jurisdiction in which the data were originally provided, You agree to ensure compliance with applicable data transfer restrictions, including any requirements to obtain consent from each person concerned.

For more information about SWIFT's commitment to privacy, please consult the [SWIFT Privacy Statement](#) on swift.com.

12. General

These terms and conditions constitute the entire agreement between you and SWIFT on the subject matter hereof, superseding any other agreement or discussions, oral or written.

If any provision of these terms and conditions is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such a provision shall be severed from these terms and conditions and the other provisions shall remain in full force and effect.

The failure of a party to claim a breach of any term of these terms and conditions shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term.

SWIFT will not be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond its reasonable control.

You may not assign this licence voluntarily, by operation of law, or otherwise.

The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

These terms and conditions do not create any employment relationship between SWIFT and You and they do not make either party an agent or legal representative of the other, nor does it create a partnership or joint venture.

SWIFT reserves the right to modify any provision of the terms and conditions, including the Services' fees, and to suspend or discontinue the provision of the Services, at any time upon a three (3) months prior notice.

This Platform is subject to periodic maintenance, at SWIFT's discretion and without prior notice. Such maintenance may require a temporary unavailability of this Platform.

SWIFT reserves the right to suspend or terminate the provision of all or part of the Services at its own discretion, at any time, and without advanced notice.

13. Applicable Law

These terms and conditions will be governed and interpreted under Belgian law. All disputes regarding these terms and conditions or resulting therefrom will be subject to the exclusive jurisdiction of the Courts of Brussels, Belgium.

14. Export Control & Sanctions Regulation

The Services that You registered for might be subject to export control, sanctions or other legal restrictions. By registering to them, You warrant that neither You nor the people who You are granting access to the Platform and Services, are identified on any EU and/or US sanctions lists, nor are citizens of any country restricted under EU and/or US sanctions programs.