



# SWIFT China

# SWIFT 中国

## General Terms and Conditions

## 一般条款和条件

The SWIFT China General Terms and Conditions constitute the main set of SWIFT China standard terms and conditions for the provision and the use of SWIFT China services and products. They apply to each form or contract executed by the customer to subscribe to SWIFT China services and products, unless expressly stipulated otherwise in the SWIFT China Contractual Documentation. This document is for customers that need information about the contractual framework for the provision and the use of SWIFT China services and products. This first version of the *SWIFT China General Terms and Conditions* is effective as of 1 October 2019. “SWIFT China” refers to “S.W.I.F.T. (China) Limited (环球融讯网络技术服务（中国）有限公司)”.

《SWIFT中国一般条款和条件》构成了提供和使用SWIFT中国服务和产品的SWIFT中国主要标准条款和条件集合。该等条款和条件适用于客户为订购SWIFT中国服务和产品而签署的各表格或合同，除非SWIFT中国合同文件中另有明确规定。本文件适用于需要有关提供和使用SWIFT中国服务和产品合同框架信息的客户。《SWIFT中国一般条款和条件》首版自2019年10月1日起生效。“SWIFT中国”指的是环球融讯网络技术服务（中国）有限公司。

01 October 2019

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## Preface

### 序言

#### Purpose of this document

##### 本文件签署目的

The *SWIFT China General Terms and Conditions* constitute the main set of SWIFT China standard terms and conditions for the provision and the use of SWIFT China services and products. They apply to each form or contract executed by the customer to subscribe to SWIFT China services and products, unless expressly stipulated otherwise in the SWIFT China Contractual Documentation or other relevant documentation.

《SWIFT 中国一般条款和条件》构成了提供和使用 SWIFT 中国服务和产品的 SWIFT 中国主要标准条款和条件集合。该等条款和条件适用于客户为订购 SWIFT 中国服务和产品而签署的各表格或合同，除非 SWIFT 中国合同文件或其他相关文件中另有明确规定。

In particular, the *SWIFT China General Terms and Conditions* contain the conditions of use of the SWIFT China services and products, the rights and obligations of the parties, including the duration and the conditions to terminate, their liability, the claim process, and applicable law and jurisdiction.

特别的，《SWIFT 中国一般条款和条件》中包含了 SWIFT 中国服务和产品的使用条件以及双方的权利和义务，包括终止期限和条件、双方的责任、索赔流程以及适用法律和管辖权。

#### Intended audience

##### 目标受众

This document is for the following audience:

本文件是为下列受众编制的：

- customers that need information about the contractual framework for the provision and the use of SWIFT China services and products
- 需要有关提供和使用 SWIFT 中国服务和产品合同框架信息的客户。

#### Related documentation

##### 相关文档

- Pricing and Invoicing – Price List for SWIFT China Solutions  
定价和开票-SWIFT 中国解决方案价目表
- Pricing and Invoicing-SWIFT China Ordering, Invoicing, and Payment  
定价和开票-SWIFT 中国订购、开具发票和付款
- [Shared Infrastructure Policy](#)  
共享基础设施政策
- [Shared Infrastructure Programme Terms and Conditions](#)  
共享基础设施项目条款和条件
- [SWIFT By-laws](#)  
SWIFT 章程
- [SWIFT Corporate Rules](#)  
SWIFT 公司规章

- [SWIFT Customer Testing Policy](#)  
SWIFT 客户测试政策
- [SWIFT Data Retrieval Policy](#)  
SWIFT 数据检索政策
- [SWIFT Glossary](#)  
SWIFT 术语表
- [SWIFT Partner Programme Terms and Conditions](#)  
SWIFT 合伙项目条款和条件
- [SWIFT Personal Data Protection Policy](#)  
SWIFT 个人数据保护政策
- [SWIFT Privacy Statement](#)  
SWIFT 隐私声明
- [SWIFTNet and Alliance Release Policy](#)  
SWIFTNet 和 Alliance 发布政策
- [SWIFT Service Descriptions](#)  
SWIFT 服务描述
- [Customer Security Programme – Terms and Conditions](#)  
客户安全计划-条款和条件
- [SWIFT Customer Security Controls Framework \(CSCF\)](#)  
SWIFT 客户安全控制框架 (CSCF)
- [SWIFT Customer Security Controls Policy](#)  
SWIFT 客户安全控制政策
- L2BA Programme Terms and Conditions  
L2BA 项目条款和条件
- End-User Policy  
用户政策
- [SWIFT Trademark Guidelines](#)  
SWIFT 商标指南

To avoid doubt, nothing in these SWIFT China General Terms and Conditions shall be construed or interpreted as amending or otherwise varying the terms and conditions applicable to the Parties under the SWIFT General Terms and Conditions of S.W.I.F.T. SCRL.

为避免疑问，本《SWIFT 中国一般条款与条件》中的任何内容均不应被解释或理解为修改或以其他方式变更 S.W.I.F.T. SCRL 《SWIFT 一般条款和条件》中适用于各方的条款与条件。

### **SWIFT-defined terms**

### **SWIFT 定义术语**

In the context of the SWIFT China documentation, certain terms have a specific meaning. These terms are called SWIFT-defined terms (for example, SWIFT user or service bureau). The definitions of SWIFT-defined terms appear in the [SWIFT Glossary](#).

在 SWIFT 中国文件中，特定术语具有特定含义。该等术语称为 SWIFT 定义术语（例如，SWIFT 用户或 service bureau）。SWIFT 定义术语的定义详见 SWIFT 术语表。

### **Effective date**

#### **生效日期**

This is the first version of the SWIFT China General Terms and Conditions effective as of 1 October 2019.

此文件为于 2019 年 10 月 1 日生效的《SWIFT 中国一般条款和条件》第一版。

## About SWIFT China and SWIFT China Contractual Documentation

# 关于 SWIFT 中国和 SWIFT 中国合同文件

### About SWIFT China

#### 关于 SWIFT 中国

S.W.I.F.T. SCRL (“SWIFT”) is a global member-owned cooperative and the world’s leading provider of secure financial messaging services. Headquartered in Belgium, SWIFT is a cooperative society under Belgian law.

S.W.I.F.T. SCRL（以下简称“SWIFT”）是一家全球性会员拥有的合作组织，是全球领先的安全金融报文服务提供商。SWIFT 总部设在比利时，是根据比利时法律注册成立的合作组织。

S.W.I.F.T. (China) Limited (环球融讯网络技术服务（中国）有限公司) (“SWIFT China”) is a wholly-owned subsidiary of S.W.I.F.T. SCRL.

环球融讯网络技术服务（中国）有限公司（“SWIFT 中国”）是 S.W.I.F.T. SCRL 的全资子公司。

SWIFT and SWIFT China do not hold funds nor do they manage accounts on behalf of customers, nor do they store financial information on an on-going basis.

SWIFT 和 SWIFT 中国不代表客户持有资金或管理账户，亦不持续存储金融信息。

### Becoming a SWIFT China customer

#### 成为 SWIFT 中国客户

**Except as otherwise expressly permitted in the SWIFT China Contractual Documentation, SWIFT China provides services and products only to duly registered SWIFT users, service bureaux, Alliance Lite2 for Business Applications (L2BA) application providers and SWIFT registered providers. A common contractual framework to order and use SWIFT China services and products**

除非 SWIFT 中国合同文件另有明确许可，否则 SWIFT 中国仅向正式注册的 SWIFT 用户、service bureaux、Alliance Lite2 for Business Applications (L2BA) 应用程序提供商和 SWIFT 注册提供商提供服务和产品。应签署订购和使用 SWIFT 中国服务和产品的通用合同框架。

SWIFT China offers SWIFT China services and products to all customers on a common contractual basis.

SWIFT 中国为所有客户提供基于一般合同的 SWIFT 中国服务和产品。

This is a key element of SWIFT China’s commercial approach and is consistent with SWIFT’s co-operative nature.

这是 SWIFT 中国商业模式的关键元素，符合 SWIFT 的合作性质。

SWIFT China reviews customer requests to change SWIFT China terms and conditions in keeping with SWIFT China’s commercial approach. Rather than executing ad hoc amendments with individual customers, SWIFT China prefers to include acceptable changes in the next version of its standard terms and conditions for all customers.

SWIFT 中国对客户按照 SWIFT 中国商业惯例变更 SWIFT 中国条款和条件的要求进行审查。SWIFT 中国更愿意在针对所有客户的新版标准条款和条件中加入合理变更，而非与单个客户签署特别修订协议。

These SWIFT China General Terms and Conditions constitute the main set of SWIFT China standard terms and conditions for the provision and use of SWIFT China services and products.

They apply to each form or contract executed by the customer to subscribe to SWIFT China services and products, unless expressly stipulated otherwise in the SWIFT China Contractual Documentation.

《SWIFT 中国一般条款和条件》构成了提供和使用 SWIFT 中国服务和产品的 SWIFT 中国主要标准条款和条件集合。该等条款和条件适用于客户为订购 SWIFT 中国服务和产品而签署的各表格或合同，除非 SWIFT 中国合同文件中另有明确规定。

The *SWIFT China General Terms and Conditions* apply to most SWIFT China services and products, including:

《SWIFT 中国一般条款和条件》适用于大多数 SWIFT 中国服务和产品，包括：

- software (for example, SWIFTNet Link, the Alliance portfolio, or Alliance Messaging Hub)
- 软件（例如，SWIFTNet Link、Alliance portfolio 或 Alliance Messaging Hub）
- Business Intelligence products (for example, Watch Analytics, Watch Insights, or Compliance Analytics)
- 商业智能产品（例如，Watch Analytics、Watch Insights 或 Compliance Analytics）

#### Support services

支持服务

As regards certain community products made available based on community data (typically, the Compliance Services such as Sanctions Screening, Sanctions Testing, or the KYC Registry), the *SWIFT SCRL General Terms & Conditions*, rather than the *SWIFT China General Terms and Conditions*, shall apply.

对于基于社区数据提供的特定社区产品（通常是 Sanctions Screening、Sanctions Testing 或 KYC Registry 等合规服务），应适用《SWIFT SCRL 一般条款和条件》，而非《SWIFT 中国一般条款和条件》。

The *SWIFT China General Terms and Conditions* include by reference (without limitation):

《SWIFT 中国一般条款和条件》通过引用而包含（但不限于）：

- SWIFT policies, such as the [SWIFT Personal Data Protection Policy](#), the [SWIFT Data Retrieval Policy](#), the [SWIFT Customer Security Controls Policy](#), the [Shared Infrastructure Policy](#), the [End-User Policy](#), and the [SWIFT Customer Testing Policy](#) service descriptions
- SWIFT 政策，如《SWIFT 个人数据保护政策》、《SWIFT 数据检索政策》、《SWIFT 客户安全控制政策》、《共享基础设施政策》、《最终用户政策》和《SWIFT 客户测试政策》服务描述
- SWIFT China pricing and invoicing documentation (for example, the [Pricing and Invoicing – Price List for SWIFT China Solutions](#))
- SWIFT 中国定价和发票开具文件（例如，定价和开票 – SWIFT 中国解决方案价目表）

#### Where to find SWIFT China Contractual Documentation

#### 何处查找 SWIFT 中国合同文件

Customers can find the latest version of the *SWIFT China General Terms and Conditions* and other SWIFT China standard terms and conditions, SWIFT policies, and SWIFT China pricing and invoicing documentation at [www.swift.com](http://www.swift.com)

客户可以在 [www.swift.com](http://www.swift.com) 上找到最新版本的《SWIFT 中国一般条款和条件》以及其他 SWIFT 中国标准条款和条件、SWIFT 政策以及 SWIFT 中国定价和开票文件。

# General Terms and Conditions

## 一般条款和条件

### 1 Interpretation

#### 1 解释

1.1 Unless inconsistent with the context, the following reading conventions apply in these *General Terms and Conditions*:

1.1 除非与上下文不一致，否则以下阅读约定适用于本《一般条款和条件》：

- a) Terms that are capitalised in the text have the specific meaning set out in these *General Terms and Conditions*. Terms that are highlighted in grey in the text have the specific meaning set out in the [SWIFT Glossary](#).
- a) 文中大写术语具有本《一般条款和条件》中规定的特定含义。文中以灰色突出显示的术语按照《SWIFT术语表》中规定的特定含义解释。
- b) A reference to a document or form refers to the latest version in force at the time the reference is applied.
- b) 提及文件或表格指提及的最新有效版本。
- c) A reference to a person includes any other person for which he is responsible, including his employees, directors, agents, and subcontractors.
- c) 提及人士包括其应对之负责的任何其他人士，包括其雇员、董事、代理人和分包商。

1.2 General principles or words are not given any restrictive meaning when they are illustrated with examples. A reference to a clause is not given any restrictive meaning and other provisions may continue to be relevant or apply.

1.2 一般原则或词汇在举例说明时不含有任何限制性意义。提及某个条款不包含任何限制性含义，其他条款可继续相关或适用。

1.3 The following order of precedence applies within the SWIFT China Contractual Documentation:

1.3 SWIFT中国合同文件优先顺序如下：

- a) the form or contract executed by the customer to subscribe to SWIFT China services and products
  - a) 客户为订购SWIFT中国服务和产品而签署的表格或合同
- b) the SWIFT China standard terms and conditions (such as these *General Terms and Conditions*)
  - b) SWIFT中国标准条款和条件（如本《一般条款和条件》）
- c) the policies
  - c) 政策
- d) the service descriptions
  - d) 服务描述
- e) any other documentation included by reference in the SWIFT China Contractual Documentation
  - e) SWIFT中国合同文件中提及的任何其他文件

If any document expressly provides that another document amends or supplements it, that other document prevails.

若任何文件中明确规定另一文件对其进行修改或补充的，以另一文件规定为准。

- 1.4 These *General Terms and Conditions* constitute a legal agreement between SWIFT China and its customers. However, they do not govern any contractual arrangements directly between customers.
- 1.4 本《一般条款和条件》构成SWIFT中国与其客户之间的法律协议。但并不直接管理客户之间的任何合同安排。
- 1.5 The SWIFT Contractual Documentation included by reference in these General Terms and Conditions or elsewhere in the SWIFT China Contractual Documentation shall be construed in accordance with Belgian law.
- 1.5 在本《一般条款和条件》中提及的或SWIFT中国合同文件其他地方提及的SWIFT合同文件应根据比利时法律进行解释。

## 2 SWIFT China Contractual Documentation

### 2 SWIFT 中国合同文件

- 2.1 Each party accepts the validity of an electronic signature or electronic data, and confirms that such signature or data have the same force and legal effect as if in writing or paper based.
- 2.1 每一方认可电子签名或电子数据的有效性，并确认该等签名或数据与书面或纸质形式签名或数据具有同等法律效力。
- 2.2 The customer acknowledges and agrees that SWIFT China may amend or supplement the SWIFT China Contractual Documentation at any time upon written notice to the customer (typically, by updating the relevant document(s) available on [www.swift.com](http://www.swift.com)).
- 2.2 客户承认并同意，SWIFT中国可在向客户发送书面通知后随时修改或补充SWIFT中国合同文件（通常通过更新[www.swift.com](http://www.swift.com)上相关文件的方式）。

The customer must ensure that it always refers to the latest SWIFT China Contractual Documentation and other service documentation in effect, and that it is aware of the latest available information relating to SWIFT China services and products. In particular, customers must regularly consult the following:

客户必须确保其始终参考最新有效的SWIFT中国合同文件和其他服务文件，并知晓与SWIFT中国服务和产品相关的最新可用信息。尤其是，客户必须定期查阅下述文件：

- a) the Terms and Conditions section on [www.swift.com](http://www.swift.com)
- a) [www.swift.com](http://www.swift.com)的条款和条件部分
- b) any written notice issued by or for SWIFT China pursuant to this section 2.2
- b) 根据本第2.2款规定，SWIFT中国签发的或为SWIFT中国发出的任何书面通知
- c) the Support section of SWIFT ([> Ordering & Support > Discover our support tools](http://www.swift.com)) (typically, the tips in the [Knowledge Base](#))
- c) SWIFT 的支持部分 ([> Ordering & Support >Discover our support tools](http://www.swift.com)) (尤其是[Knowledge Base](#)中的提示)

SWIFT China notifies changes to these General Terms and Conditions through written notice to customers.

SWIFT中国向客户发送书面通知的方式告知本《一般条款和条件》的变更。

- 2.3 Both English and Chinese versions of the SWIFT China Contractual Documentation as published by or for SWIFT China are valid. In the event of any inconsistency between the versions, the English version shall prevail.

2.3 SWIFT中国发布的或针对SWIFT中国发布的SWIFT中国合同文件的中英文版本均有效。若两文本间有不一致之处，以英文版本为准。

### **3 Conditions of Use for SWIFT China Services and Products**

#### **3 SWIFT 中国服务和产品使用条件**

3.1 Except as otherwise expressly permitted in the SWIFT China Contractual Documentation, the customer must be a registered SWIFT user (that is, a user accepted by SWIFT in accordance with the [SWIFT Corporate Rules](#)), service bureau, L2BA application provider or SWIFT registered provider in order to subscribe to and use SWIFT China services and products. No subscription to SWIFT China services and products will be effective until finally accepted by or for SWIFT China.

3.1 除非在SWIFT中国合同文件中另行明确批准，客户必须为注册SWIFT中国用户（即，SWIFT根据SWIFT公司规章认可的用户）、service bureau、L2BA应用程序提供商或SWIFT注册提供商方可订购和使用SWIFT中国的服务和产品。对SWIFT中国服务和产品的订购在被最终接受之前不生效。

3.2 SWIFT China may set out additional conditions to subscribe to or use SWIFT China services and products in the SWIFT China Contractual Documentation or, as the case may be, other applicable contractual documentation of other SWIFT related entities.

3.2 SWIFT中国可在SWIFT中国合同文件或（视情况而定）其他SWIFT相关实体的其他适用合同文件中规定订购或使用SWIFT中国服务和产品的附加条件。

### **4 SWIFT China Role and Responsibilities**

#### **4 SWIFT 中国的职责和责任**

4.1 Provide SWIFT China services and products

4.1 提供SWIFT中国服务和产品

4.1.1 SWIFT China provides SWIFT China services and products and complies with any applicable service levels in all material respects as set out in the SWIFT China Contractual Documentation.

4.1.1 SWIFT中国提供SWIFT中国服务和产品，并在所有重要方面遵守SWIFT中国合同文件中规定的任何适用服务水平。

4.1.2 When SWIFT China is responsible for shipment, SWIFT China accepts responsibility for loss or damage until delivery at the address designated by the customer and agreed by or for SWIFT China.

4.1.2 当SWIFT中国负责发货时，SWIFT中国将承担货物送达客户指定的并经SWIFT中国同意的地址之前产生的损失或损害责任。

4.1.3 When the customer is responsible for downloading SWIFT China services, products, or documentation, SWIFT China's obligation to make these available to the customer is fulfilled by making them available on the relevant site in a downloadable format.

4.1.3 当客户负责下载SWIFT中国服务、产品或文件时，SWIFT中国向客户提供该等服务、产品或文件的义务通过在相关网站上以可下载格式提供该等服务、产品或文件实现。

4.1.4 When SWIFT China is responsible for implementation or activation, SWIFT China will use all commercially reasonable efforts to complete such implementation or activation by the date confirmed to the customer, or any other date agreed with the customer.

4.1.4 当SWIFT中国负责实施或激活时，SWIFT中国将尽一切商业合理努力，在客户确认的日期或与客户约定的任何其他日期之前完成该实施或激活。

4.1.5 When SWIFT China services and products are provided through the internet (for instance, making available SWIFT products for download), SWIFT China cannot be held responsible for problems due to or arising in connection with the internet channels that are used.

4.1.5 当通过互联网提供SWIFT中国服务和产品（例如，提供SWIFT产品供下载）时，对于因使用的互联网渠道而导致的或与之相关的问题，SWIFT中国不承担责任。

4.2 **Suspension and Change**

4.2 **暂停与更换**

4.2.1 The customer acknowledges and agrees that SWIFT China may suspend or change SWIFT China services and products, in whole or in part, at any time and without prior court intervention, by written notice issued in advance if and as appropriate in the circumstances, if in the reasonable opinion of SWIFT China any of the following events occurs:

4.2.1 客户承认并同意，SWIFT中国可在其合理认为发生了下述事件后的任何时候（且无需法院事先干预），通过提前发送书面通知（若在该等情况下提前发送书面通知为合理方式）暂停或改变SWIFT中国服务和产品：

- a) to perform or allow maintenance, or to upgrade or otherwise change SWIFT China services and products (typically, as per the [SWIFTNet and Alliance Release Policy](#) and during announced downtime windows)
- a) 执行或允许维护，或升级或以其他方式更改 SWIFT 中国服务和产品（通常根据 SWIFTNet 和 Alliance 发布政策在宣布的停止运行期内进行）
- b) to prevent, mitigate or resolve any adverse effect on the security, reliability, resilience or proper performance of the provision or use of SWIFT China services and products
- b) 预防、减少或解决对SWIFT中国服务和产品的提供或使用的安全性、可靠性、弹性以及适当表现产生的任何不利影响
- c) to comply with any law, decree, regulation, order or any other act or intervention of a regulatory, governmental, legislative or judicial authority, including a court or arbitral tribunal
- c) 遵守任何监管、政府、立法或司法机关（包括法院或仲裁庭）的任何法律、法令、规章、命令或的任何其他行为或干预要求。
- d) if the customer has committed, in the reasonable opinion of SWIFT China, a material breach or repeated breaches of the SWIFT China Contractual Documentation (whether of the same or of different provisions) or of any instruction given by or for SWIFT China in accordance therewith, or of any other contractual arrangements with SWIFT or SWIFT China, or of any laws and regulations
- d) 若SWIFT中国合理认为客户已严重违反或反复违反SWIFT中国合同文件（无论是同一条款或不同条款）或SWIFT中国根据该等文件所作指示或者与SWIFT或SWIFT中国达成的任何其他合同安排或任何法律法规。

SWIFT China informs the customer about changes to SWIFT China services and products (typically, through the [SWIFT Release Timeline](#), a release letter, or an update of the SWIFT China Contractual Documentation).

SWIFT中国向客户告知有关SWIFT中国服务和产品的变更（通常通过SWIFT发布时间表、发布函或SWIFT中国合同文件更新进行）。

This clause 4.2.1 applies without prejudice to any other rights or remedies of SWIFT China (typically, termination rights pursuant to clause 10).

本第 4.2.1 项规定不影响 SWIFT 中国的任何其他权利或救济权（通常为第 10 条规定的终止权）。

4.2.2 SWIFT China limits any suspension of, or changes to, SWIFT China services and products pursuant to clause 4.2.1 as reasonably practicable or prudent in the circumstances.

4.2.2 SWIFT中国对根据第4.2.1项规定将SWIFT中国服务和产品的任何暂停或变更限制在合理可行或谨慎的前提下。

- 4.3 [SWIFT China Responsibilities](#)  
4.3 [SWIFT中国责任](#)  
4.3.1 SWIFT China provides SWIFT China services and products using care and skill consistent with good industry practice.  
4.3.1 SWIFT中国应以符合良好行业惯例的注意程度和技能提供SWIFT中国服务和产品。  
4.3.2 SWIFT China provides SWIFT China services and products using competent personnel with appropriate experience.  
4.3.2 SWIFT中国使用具有适当经验的胜任人员提供SWIFT中国服务和产品。  
4.3.3 Unless SWIFT China notifies the customer otherwise, and provided SWIFT China is permitted and in a position to do so using commercially reasonable efforts, SWIFT China warrants that it is not aware of any bona fide claim that the possession or use of SWIFT China services and products by the customer, as permitted under the SWIFT China Contractual Documentation, infringes the intellectual property rights of any third party.  
4.3.3 除非SWIFT中国另行通知客户且SWIFT中国被允许尽其商业合理努力通知客户，否则SWIFT中国保证其并不知晓任何有关客户按照SWIFT中国合同文件的许可占有或使用SWIFT中国服务和产品将侵犯任何第三方知识产权的善意主张。  
4.3.4 SWIFT China has controls in place that are designed to provide adequate assurance regarding the security of specific SWIFT China services and products. Its corporate security policy and standards are based on principles of the ISO/IEC 27000 standard series (a series of Information-Security Management Systems standards). SWIFT's service commitments regarding data obtained from customers as part of their use of SWIFT services and products, which include security commitments in terms of confidentiality, integrity, and availability of such data, are as described in the SWIFT Contractual Documentation.  
4.3.4 SWIFT中国编制了管控措施，旨在为特定SWIFT中国服务和产品的安全性提供充分保障。其公司安全政策和标准基于ISO/IEC 27000标准系列原则（一系列信息安全管理标准）而制定。SWIFT对于SWIFT服务和产品使用过程中从客户处获得的数据所作的服务承诺（包括有关该等数据保密性、完整性和可获得性的安全承诺）如SWIFT合同文件所述。

4.4 SWIFT China's roles and responsibilities under this clause 4 are subject to clause 9.

4.4 SWIFT中国在本第4条项下的角色和责任受第9条规定约束。

## 5 Customer Role and Responsibilities

### 5 客户的职责和责任

#### 5.1 [General Obligations](#)

##### 5.1 [一般义务](#)

5.1.1 The customer must comply with all obligations and other mandatory instructions applicable to it in connection with its use of SWIFT China services and products, as set out in the SWIFT China Contractual Documentation or otherwise notified by or for SWIFT China to the customer.

5.1.1 客户必须遵守SWIFT中国合同文件中规定的或SWIFT中国以其他方式通知客户的，与SWIFT中国服务和产品的使用有关并且对其适用的所有义务和其他强制性指示。

In particular, the customer is responsible for providing and maintaining current, accurate and complete information and authorised representatives as may be required by or for SWIFT China from time to time in connection with the provision or use of SWIFT China services and products. When designating authorised representatives, the customer shall ensure these persons are and remain aware of and able to perform their role and responsibilities, including any changes to such roles and responsibilities.

特别是，客户应负责提供和维护SWIFT中国不时索要的，与提供或使用SWIFT中国服务和产品相关的最新、准确和完整的信息和授权代表。在指定授权代表时，客户应确保该等人士了解并能够履行其职责，包括其职责的任何变更。

5.1.2 The customer is responsible for complying with all technical, operational, security, availability, legal and regulatory requirements applicable to its use of SWIFT China services and products.

客户有责任遵守适用于其使用SWIFT中国服务和产品的所有技术性、操作性、安全性、可用性、法律和监管要求。

Without prejudice to the generality of the foregoing, and as specified in the SWIFT China Contractual Documentation, the customer must use a certified interface.

在不影响前述规定的普遍适用性的前提下，按照SWIFT中国合同文件的规定，客户必须使用经过认证的接口。

The SWIFT China customer is and remains responsible at all times for ensuring that its operational environment has been configured for increased resilience in order to minimise any downtime in the event of a failure of its primary systems or connection. SWIFT China and SWIFT may publish general guidance relating to specific SWIFT China services and products to help customers implement such resilience in connection with their use of such SWIFT China services and products. Pursuant to clause 2.2, SWIFT China customers must ensure that they regularly check and always refer to the latest available information, data and other materials published by or for SWIFT China or SWIFT. The SWIFT China customer acknowledges and agrees that nothing in such guidance constitutes any representation, warranty or guarantee on the part of SWIFT or SWIFT China against the occurrence or prevention of downtime, system failure or other similar events. Furthermore, nothing in such guidance shall be construed or interpreted as SWIFT or SWIFT China taking or accepting any responsibility or liability for SWIFT China customers' roles and responsibilities and obligations as set out in this clause 5.1.2 or elsewhere in the SWIFT China Contractual Documentation or SWIFT Contractual Documentation.

SWIFT 中国客户在任何时候均应负责确保妥善配置其操作环境，提高灵活性，以便在其主要系统或连接出现故障时将任何停止运行时间最小化。SWIFT 中国和 SWIFT 可就特定 SWIFT 中国服务和产品发布一般指南，以帮助客户在使用此类 SWIFT 中国服务和产品时实现该等灵活性。根据第 2.2 款的规定，SWIFT 中国客户必须确保定期查看并始终参考 SWIFT 中国或 SWIFT 发布的最新可用信息、数据和其他材料。SWIFT 中国客户承认并同意，该等指南中任何内容均不构成 SWIFT 或 SWIFT 中国对停止运行、系统故障或其他类似事件的发生或防范所作的任何声明、保证或担保。此外，该等指南的任何内容均不应被解释或理解为 SWIFT 或 SWIFT 中国为 SWIFT 中国客户承担或接受本第 5.1.2 项或 SWIFT 中国合同文件或 SWIFT 合同文件其他地方所述的职责和责任。

5.1.3 The customer must use only the releases or updates of SWIFT China services and products that SWIFT or SWIFT China currently supports, as specified in the [SWIFTNet and Alliance Release Policy](#), the [SWIFT Release Timeline](#) or as otherwise notified by SWIFT (for example, in a release letter).

客户必须仅使用SWIFTNet和Alliance发布政策、SWIFT发布时间表或SWIFT另行（例如通过发布函）通知，并且SWIFT或SWIFT中国目前支持的SWIFT中国服务和产品的发布或更新内容。

Consequently, the customer must subscribe to applicable maintenance services and, when using software, install all new releases or updates and remove preceding versions, by no later than the date specified in the [SWIFT Release Timeline](#) or otherwise notified by or for SWIFT China (for example, in a letter or other form of notification). Failure to do so may lead to (i) SWIFT China informing regulators, other authorities or the customer's messaging counterparties; and/or (ii) SWIFT China exercising other rights and remedies available to it such as but not limited to the suspension or termination of the affected SWIFT China services and products.

因此，客户必须订购适用的维修服务，并且在使用软件时，在不晚于SWIFT发布时间表中规定的或SWIFT中国另行（例如通过函件或其他通知形式）通知的日期安装新版本或更新并删除所有先前版本，否则可能会导致 (i) SWIFT中国将此通知监管机构、其他当局或客

户的报文发送对象；和/或 (ii) SWIFT 中国行使其可行使的其他权利和救济权，包括但不限于暂停或终止受影响的 SWIFT 中国服务和产品。

5.2 Security  
5.2 安全

The customer is and remains responsible at all times for maintaining the confidentiality, integrity, availability and security of traffic, message, and configuration data on its SWIFT-related infrastructure and on that segment of its connection to SWIFT for which SWIFT is not responsible under the SWIFT Contractual Documentation, including any segment of the connection of the customer through a service provider such as a service bureau, group hub or L2BA application provider. More generally, the customer is and remains responsible at all times for protecting and securing its local environment, including but not limited to all internet-facing systems, against potential compromises and (cyber-) attacks.

客户应一直负责维护其 SWIFT 相关基础设施上的和 SWIFT 根据 SWIFT 合同文件无需负责的 SWIFT 连接段（包括通过 service bureau、group hub 或 L2BA 应用程序提供商等服务提供商实现的客户连接段）上的流量、报文和配置数据的保密性、完整性、可用性和安全性。更广泛而言，客户应一直负责保护其本地环境（包括但不限于所有面向因特网的系统）免受任何潜在入侵和（网络）攻击。

SWIFT, as a member-owned cooperative, has developed various security-related initiatives under the SWIFT Customer Security Programme, Shared Infrastructure Programme and L2BA Application Providers Programme for the collective benefit of its customers community. These initiatives include the [SWIFT Customer Security Controls Framework](#) and the [SWIFT Customer Security Controls Policy](#), which are designed to help SWIFT users improve cyber-security and to facilitate cyber-security risk assessments by and amongst users directly, and the SWIFT Information Sharing and Analysis Center (ISAC) which aims to facilitate customers' access to security threat intelligence (typically, malware details such as file hashes and YARA rules, indicators of compromise, and details on the modus operandi used by cyber-criminals) to help customers to better defend themselves. Furthermore, SWIFT publishes general security guidance relating to specific SWIFT services and products to help customers protect and secure their use of such SWIFT services and products. Pursuant to clause 2.2, customers must ensure that they regularly check and always refer to the latest available information, data and other materials published by SWIFT. The customer acknowledges and agrees that nothing in these security-related initiatives constitutes any representation, warranty or guarantee on the part of SWIFT or SWIFT China against the occurrence or prevention of compromises or cyber-security incidents or other similar events). Furthermore, nothing in such initiatives shall be construed or interpreted as SWIFT or SWIFT China taking or accepting any responsibility or liability for customers' roles and responsibilities and obligations as set out in this clause 5.2 or elsewhere in the SWIFT China Contractual Documentation or SWIFT Contractual Documentation (typically, the responsibility for each customer to duly protect and secure its SWIFT-related infrastructure and local environment). Without prejudice to any other roles and responsibilities and obligations under these *General Terms and Conditions* or elsewhere in the SWIFT China Contractual Documentation or SWIFT Contractual Documentation, each customer must at all times timely comply with all security-related obligations applicable to it.

SWIFT 作为一个成员拥有的合作组织已经在 SWIFT 客户安全计划、共享基础设施计划和 L2BA 应用程序提供商计划下，为其客户社群集体利益而制定了各种安全相关倡议。该等倡议包括 SWIFT 客户安全控制框架和 SWIFT 客户安全控制政策，旨在帮助 SWIFT 用户提高网络安全，帮助在用户和 SWIFT 信息共享与分析中心 (ISAC) 中直接进行网络安全风险评估，其旨在帮助客户了解安全威胁情报（通常情况下，包括诸如文件哈希和 YARA 规则和入侵指标等恶意软件细节及网络罪犯所使用犯罪手法细节），从而帮助客户实现更好的自我保护。此外，SWIFT 发布了与特定 SWIFT 服务和产品相关的一般安全指南，帮助客户保护和保障其对该等 SWIFT 服务和产品的使用。根据第 2.2 款规定，客户必须确保定期检查并始终参阅 SWIFT 发布的最新可用信息、数据和其他材料。客户承认并同意，在该等安全相关倡议中的任何内容均不构成 SWIFT 或 SWIFT 中国针对发生或防范入侵、网络安全事件或其他类似事件所作的任何声明、保证或担保。此外，该等倡议的任何内容均不应被解释或

理解为SWIFT或SWIFT中国为本第5.2款或SWIFT中国合同文件或SWIFT合同文件其他地方所述的客户职责、责任和义务（通常情况为每一客户对SWIFT相关基础设施和本地环境的妥善保护责任）承担或接受任何职责或责任。在不影响本《一般条款和条件》或SWIFT中国合同文件或SWIFT合同文件其他地方所规定中的任何其他职责、责任和义务的情况下，每一客户必须始终及时遵守对其适用的所有安全相关义务。

5.3 Testing

5.3 测试

Customers must not conduct any performance or vulnerability tests on or through SWIFT China services and products unless expressly permitted in the [SWIFT Customer Testing Policy](#).

除非SWIFT客户测试政策中另行明确批准，否则客户不得针对或通过SWIFT中国服务和产品进行任何性能或漏洞测试。

If customers believe they have identified a potential performance or vulnerability threat, they must immediately inform SWIFT China thereof and treat all related information, data or materials as confidential information.

若客户认定其发现了潜在性能或漏洞威胁，其必须立即通知SWIFT中国，并将所有相关信息、数据或材料视为机密信息。

SWIFT China disclaims any liability for any testing performed by customers on or through SWIFT China services and products.

SWIFT中国不对客户针对或通过SWIFT中国服务和产品进行的任何测试承担任何责任。

5.4 Trademark, Company Names, and Trade Names

5.4 商标、公司名称、商号

The customer must at all times respect SWIFT or SWIFT China's rights to its trademarks, company names, and trade names, in accordance with the *SWIFT Trademark Guidelines* available on [www.swift.com](http://www.swift.com). In particular, customers may not use names or signs identical or similar to SWIFT or SWIFT China trademarks in a manner which could cause a likelihood of confusion as to the origin of the products and services offered under those names or signs, nor in a manner which would take unfair advantage of, or be detrimental to, the distinctive character or the reputation of SWIFT or SWIFT China trademarks.

客户必须始终根据 [www.swift.com](http://www.swift.com) 上的 SWIFT 商标指南，尊重 SWIFT 或 SWIFT 中国对其商标、公司名称和商号的权利。尤其是，客户不得使用与 SWIFT 或 SWIFT 中国商标相同或近似的名称或标志，导致可能对该等名称或标志下的产品和服务的原产地产生混淆，或者对 SWIFT 或 SWIFT 中国商标的独特特征或声誉进行不正当的利用或损害。

5.5 Industry Practice, Applicable Laws, and Regulations

5.5 行业惯例、适用法律、法规

The customer is responsible for its use of SWIFT China services and products.

客户应对其使用SWIFT中国服务和产品负责。

In using SWIFT China services and products and conducting its business, the customer must always exercise due diligence and reasonable judgment, and must comply with good industry practice and all relevant laws, regulations, and third-party rights.

在使用SWIFT中国服务和产品及开展其业务时，客户必须始终保持尽职尽责并进行合理判断，并且必须遵守良好的行业惯例和所有相关法律、法规及第三方权利。

Without prejudice to the generality of the foregoing, the customer must:

在不影响上述规定普遍适用性的前提下，客户必须：

- a) perform due diligence and apply adequate know-your-customer principles to its counterparts.

- a) 进行尽职调查，并将充分了解客户的原则应用于相对方。
- b) ensure not to use, or try to use, SWIFT China services and products for illegal, illicit or fraudulent purposes, and refrain from any practices that might create confusion about the purposes for which SWIFT China services and products are used (typically, practices that would not permit a clear identification of or would misrepresent the parties effectively involved in a transaction or the nature of the transaction)
- b) 确保不将或不企图将SWIFT中国服务和产品用于非法、不正当或欺诈目的，避免任何可能对SWIFT中国服务和产品用途产生混淆的任何行为（特别是无法清楚辨识或将对有效参与交易的各方或交易性质产生歪曲的行为）。
- c) seek and obtain all necessary or advisable consents and authorisations and enter into all necessary contractual arrangements in order to ensure that no laws, regulations, or third-party rights are violated (including laws and regulations regarding banking, money transmission, securities, money laundering, terrorist financing, economic sanctions, anti-bribery and corruption, competition, outsourcing and data transmission)
- c) 寻求和获得所有必要或适当的同意和授权，达成所有必要的合同安排，以确保不违反法律、法规或第三方权利（包括有关银行、货币传输、证券、洗钱、恐怖主义融资、经济制裁、反贿赂和腐败、竞争、外包和数据传输的法律法规）
- d) comply with all relevant laws and regulations regarding the export, re-export, import, and use of any products, software, technology, or materials (including cryptographic technology and materials) comprised in or relating to the provision and the use of SWIFT China services and products
- d) 遵守与SWIFT中国服务和产品的提供和使用有关的任何产品、软件、技术或材料（包括加密技术和材料）的出口、再出口、进口和使用有关的所有相关法律法规。

## 6 SWIFT China Software Licence

### 6 SWIFT 中国软件许可

6.1 When the SWIFT China services and products are or include software, SWIFT China grants to the customer a non-exclusive, non-transferable and time-limited right to use the software for the specific purposes set out in the SWIFT China Contractual Documentation (typically, to access and use SWIFT messaging or other services) or, as the case may be, other applicable contractual documentation of other SWIFT group entities and in accordance with the applicable licence terms set out in this clause 6 and elsewhere in the SWIFT China Contractual Documentation or, as the case may be, other applicable contractual documentation of other SWIFT group entities.

6.1 当SWIFT中国服务和产品属于或包括软件时，SWIFT中国根据本第6条以及SWIFT中国合同文件其他规定或者（视情况而定）SWIFT集团实体其他适用合同文件中所述的适用许可条款规定，向客户授予将软件用于SWIFT中国合同文件或（视情况而定）其他SWIFT集团实体其他适用合同文件中所述特定目的（尤其是访问和使用SWIFT报文或其他服务）的非排他的、不可转让的和具有时限性的权利。

6.2 Except to the extent expressly permitted under SWIFT China Contractual Documentation, the customer must not, nor authorise others to:

6.2 除非SWIFT中国合同文件另行明确准许，否则客户不得自行或授权其他方：

- a) modify, enhance, or otherwise change the software, or prepare derivative works based upon the software
- a) 修改、增强或以其他方式变更软件，或基于软件研发衍生作品
- b) translate, decompile, disassemble, reverse-engineer, or otherwise re-create the software or determine its source code (except to the extent expressly permitted by applicable law)
- b) 翻译、反编译、反汇编、反向工程或以其他方式重新创建软件或确定其源代码（适用法律明确允许的除外）

- c) rent, lease, sell, sub-license, distribute to, or allow access to, or otherwise provide or transfer the software to third parties (except to the extent expressly permitted in clause 14.1.1)
- c) 向第三方出租、租赁、出售、再许可、分发或授权访问、或以其他方式提供或转让软件（第14.1.1项明确允许的除外）
- d) merge all or any part of the software with another program
- d) 将软件的全部或部分与另一个程序合并
- e) reproduce the software (except to the extent necessary for back-up or disaster recovery purposes)
- e) 复制软件（备份或灾难恢复所需的除外）
- f) remove, alter, or cancel from view any copyright or other notices of proprietary rights, marks, or legends appearing on the physical medium or contained in the software. The customer will reproduce and include the same on any permitted copy
- f) 移除、更改或撤销在物理介质上出现的或包含在软件中的任何版权或其他专有权利通知、标记或图例。客户将复制并将其包含在任何许可副本中。

6.3 If the customer reports to SWIFT China within ninety (90) days after delivery that the software does not perform in all material respects in accordance with the relevant service description, SWIFT China will use all commercially reasonable efforts to implement a remedy within a reasonable time period.

6.3 若客户在交付后九十（90）天内向SWIFT中国报告软件在所有重要方面不符合相关服务描述的性能标准，则SWIFT中国将在合理时间内尽一切商业合理努力实施补救措施。

If SWIFT China is unable to remedy the problem, SWIFT China will refund all charges and fees paid in respect of the software, and the SWIFT China Contractual Documentation for the software will automatically terminate.

若SWIFT中国无法解决该问题，则SWIFT中国将退还就软件所支付的所有相关费用，且软件对应的SWIFT中国合同文件将自动终止。

This clause 6.3 states the sole and exclusive rights and remedies of the customer, if the customer reports a problem with software within ninety (90) days after delivery and in the event of the resulting automatic termination of the SWIFT China Contractual Documentation.

若客户在交付后九十（90）天内报告软件的问题并因此导致SWIFT中国合同文件自动终止，则本第6.3款规定了客户的唯一和排他性权利以及补救措施。

6.4 Unless otherwise contracted with SWIFT China, the installation of software is the exclusive responsibility of the customer. The customer must only install software at the site(s) and those systems permitted under the relevant SWIFT China Contractual Documentation. A change of site must be notified by the customer to, and agreed with, SWIFT China.

6.4 除非与SWIFT中国另行签订合同，否则软件的安装由客户全权负责。客户必须仅在网站和相关SWIFT中国合同文件允许的系统上安装软件。网站变更时，客户必须通知SWIFT中国并获得其同意。

6.5 The customer acknowledges that software may include third-party software, as documented at the time of installation, in the relevant service description or other SWIFT China Contractual Documentation.

6.5 客户认可，在相关服务描述或其他SWIFT中国合同文件中，软件可能包括安装时记录在案的第三方软件。

Installation and use of such embedded third-party software may be subject to the customer agreeing to additional licence terms imposed by the third-party licensor, as notified by or for SWIFT China to the SWIFT China customer (for example, through ‘on-screen’, ‘pop-up’, ‘click wrap’ or ‘installation notices’).

安装和使用此类嵌入式第三方软件的前提条件是，客户同意SWIFT中国（例如，通过“屏幕上”、“弹出式”、“点击许可”或“安装通知”等）向SWIFT中国客户通知的，由第三方许可方附加的许可条款。

If the customer objects to such third-party licence terms, it may, as its sole and exclusive right and remedy, terminate (without any liability or charge) the SWIFT China Contractual Documentation for the affected software in accordance with clause 10.4.

若客户反对该等第三方许可条款，则其可根据第10.4款的规定，终止（且不承担任何责任或费用）受影响软件对应的SWIFT中国合同文件，作为其唯一和排他的权利和救济权。

6.6 Without prejudice to clause 5.1.2, SWIFT China may supply accompanying third-party software for use in conjunction with SWIFT China services and products, as documented in the relevant service description or other SWIFT China Contractual Documentation. Unlike embedded third-party software, such accompanying software is not part of SWIFT China services and products. SWIFT China disclaims any responsibility for the installation, fitness for purpose or use of such accompanying software. The customer may install and use such accompanying software, in its discretion and at its own risk, only upon condition that it has obtained and accepted all applicable licences.

6.6 在不损害第5.1.2项规定的前提下，SWIFT中国可提供与SWIFT中国服务和产品一同使用的第三方软件，具体如相关服务描述或其他SWIFT中国合同文件中所述。与嵌入式第三方软件不同，该等配套软件并非SWIFT中国服务和产品的一部分。SWIFT中国不对该等软件的安装、适用性或使用承担任何责任。客户只有在获得并接受所有适用许可证的前提下，方可自行决定并自担风险安装和使用该等配套软件。

## 7 Intellectual Property Rights Indemnification

### 7 知识产权赔偿

7.1 Any and all rights (including title, ownership rights, database rights, and any other intellectual property rights) in SWIFT China services and products, and documentation or other materials developed or supplied in connection with them, including any associated processes or any derivative works, are and will remain the sole and exclusive property of SWIFT China, SWIFT or its licensors. Any such rights in derivatives works developed by or for SWIFT China or SWIFT based on malware supplied or made available by customers shall belong to SWIFT.

7.1 对SWIFT中国服务和产品以及对开发或提供的与之相关的文件或其他材料（包括任何相关的流程或任何衍生作品）的任何和所有权利（包括所有权、数据库权利和任何其他知识产权）均为SWIFT中国、SWIFT或其许可方的唯一及排他的财产。由SWIFT中国或SWIFT或者为其基于客户供应或提供的恶意软件而开发的衍生作品中的任何该等权利均属于SWIFT。

No rights are granted by SWIFT China in respect of SWIFT China services and products other than those expressly granted under the SWIFT China Contractual Documentation.

SWIFT中国未就SWIFT中国服务和产品授予任何权利，SWIFT中国合同文件中另行明确授予的权利除外。

7.2 If a third party makes a bona fide claim that the possession or use of any SWIFT China services and products by the customer as permitted under the SWIFT China Contractual Documentation infringes its intellectual property rights, provided the customer has complied with the SWIFT China Contractual Documentation and any other contractual arrangements, laws and regulations, SWIFT China will defend the customer against that claim and indemnify the customer by paying:

7.2 若第三方善意声称客户按照SWIFT中国合同文件许可占有或使用SWIFT中国任何服务和产品侵犯其知识产权，在客户遵循了SWIFT中国合同文件和任何其他合同约定、法律和法规规定的前提下，SWIFT中国将就该等索赔为客户进行辩护，并通过支付下述费用对客户作出赔偿：

- a) any reasonable legal fees incurred by the customer until control over the defence and settlement of any such claim has been handed over to SWIFT China

- a) 客户产生的任何合理法律费用，直至对任何该等索赔的辩护以及和解的控制权移交给SWIFT中国
- b) any damages that a court or arbitral tribunal effectively awards, in a final and binding decision, against the customer if any such claim is upheld
- b) 法院或仲裁法庭在最终具有约束力的裁决中对客户判定的任何有效的损害赔偿（若任何此类索赔获得支持）

Any indemnification by SWIFT China is subject to the customer:

SWIFT中国的任何赔偿均以客户满足下列条件为前提：

- a) notifying SWIFT China promptly in writing of any such claim
- a) 将任何该等索赔及时以书面形式通知SWIFT中国
- b) doing nothing to jeopardise or prejudice SWIFT China's defence and settlement of any such claim
- b) 未损害或影响SWIFT中国对任何该等索赔的辩护和和解权利
- c) promptly handing over to SWIFT China control over the defence and settlement of any such claim
- c) 立即将对任何该等索赔的辩护以及和解的控制权移交给SWIFT中国

7.3 If any of the SWIFT China services and products, in whole or in part, is held to constitute an infringement of intellectual property rights of third parties, or their provision or use is enjoined or prevented, in whole or in part, by a court or arbitral tribunal order, SWIFT China may, in its discretion and at its expense, achieve one of the following alternatives:

7.3 若任何SWIFT中国服务和产品全部或部分被认定为构成侵犯第三方知识产权，或其提供或使用被法院或仲裁法庭命令全部或部分禁止或阻止，SWIFT中国可全权决定自费采用以下任何一种备用方案：

- a) procure for the customer the right to continue using the affected SWIFT China services and products
- a) 为客户获取继续使用受影响的SWIFT中国服务和产品的权利
- b) modify, replace, or amend the affected SWIFT China services and products so that they no longer constitute an infringement. In this case, the customer will substitute such version of the SWIFT China services and products at the earliest opportunity after it has been made available
- b) 修改、替换或修订受影响的SWIFT中国服务和产品，使其不再构成侵权。在此情况下，客户将在该版本的SWIFT中国服务和产品提供后，尽早替换为该版本。

If SWIFT China does not secure either option, then SWIFT China will refund any one-time charge(s) paid for the affected SWIFT China services and products, and the SWIFT China Contractual Documentation for the affected SWIFT China services and products will automatically terminate.

若SWIFT中国未选择其中任何一个方案，则SWIFT中国将退还为受影响的SWIFT中国服务和产品所支付的一次性费用，且受影响的SWIFT中国服务和产品对应的SWIFT中国合同文件将自动终止。

7.4 This clause 7 states the sole and exclusive rights and remedies of the customer concerning the infringement of rights of third parties, allegations of infringement, or breach of clause 4.3.3. Any right or remedy of the customer, and any obligation to indemnify on SWIFT China's part, under this clause 7 is subject to clause 9.

7.4 本第7条规定了客户在出现第三方权利侵权、侵权指控或违反第4.3.3项规定行为情况下享有的唯一及排他的权利和救济权。客户的任何权利或救济权及SWIFT中国在本第7条项下的任何赔偿义务应遵循第9条规定。

## 8 Charges and Fees

### 8 收费和费用

The customer must pay to SWIFT China all then current charges and fees applicable to it for the provision or use of SWIFT China services and products.

客户必须向SWIFT中国支付因提供或使用SWIFT中国服务和产品而对其适用的当时有效费用。

These charges and fees, and related invoicing and payment terms and conditions, are as notified by or for SWIFT China to the customer through SWIFT China standard pricing documentation or otherwise (for example, a specific quotation for the customer or a statement in a SWIFT China invoice).

该等费用及相关的发票和付款条款和条件，由SWIFT中国（或代表SWIFT中国）根据SWIFT中国标准定价文件或其他方式（例如，客户具体报价单或SWIFT中国发票声明）通知客户。

For the avoidance of doubt, and unless SWIFT China has expressly agreed otherwise in writing with the customer, charges and fees, and related invoicing and payment terms and conditions, may change at any time upon reasonable prior notice to the customer (typically, through an update of the SWIFT China standard pricing documentation or otherwise such as a new specific quotation for the customer or a statement in a SWIFT China invoice).

为避免疑问，除非SWIFT中国与客户另行明确书面约定，否则，费用及相关发票和付款条款和条件可在合理事先通知客户后于任何时候变更（通常是通过更新版SWIFT中国标准定价文件或其他诸如新的客户具体报价单或SWIFT中国发票声明等方式）。

## 9 Liability

### 9 责任

#### 9.1 SWIFT China Liability

##### 9.1 SWIFT中国责任

SWIFT China accepts liability (if any) to the customer only for contractual and non-contractual defaults (wilful or not) and fraud, or under the indemnity in clause 7.2, and always subject to clauses 9.1, 9.3, 9.4, 9.5, 13 and 15 and other relevant provisions for specific SWIFT China services and products (if any) set out elsewhere in the SWIFT China Contractual Documentation.

SWIFT中国仅就合同和非合同性违约（无论故意与否）和欺诈行为及第7.2款项下的赔偿承担责任（如有），且应始终受限于第9.1款、第9.3款、第9.4款、第9.5款、第13条和第15条和SWIFT中国合同文件其他地方所述的特定SWIFT中国服务和产品（若有）的其他相关规定。

The provisions governing SWIFT China's liability in the SWIFT China Contractual Documentation (typically, the limitation and exclusions of SWIFT China's liability) apply whether the customer claims in contract, tort, or otherwise.

SWIFT中国合同文件中关于SWIFT中国责任的规定（通常为SWIFT中国责任的限制和排除）适用，无论是基于合同、侵权或其他方面而提出的索赔。

The limitation and exclusions of SWIFT China's liability set out in the SWIFT China Contractual Documentation do not apply in case of fraud, wilful default or, more generally, to the extent not permitted under applicable law.

SWIFT中国合同文件中规定的SWIFT中国责任的限制和除外条款不适用于欺诈、故意违约，或者更广泛而言，在适用法律不允许的范围内亦不适用。

9.1.2 Except as otherwise provided in clause 9.1.4, any liability of SWIFT China for any claim duly notified to SWIFT China in accordance with clauses 13 and 15 shall not exceed the amount of Charges paid by the customer for the SWIFT China service(s) or product(s) concerned in the

calendar year during which the claim was notified to SWIFT China.

9.1.2 除非第 9.1.4 项中另有规定，否则 SWIFT 中国对于根据第 13 条和第 15 条正式通知 SWIFT 中国的任何索赔所承担的任何责任不得超过客户在向 SWIFT 中国通知索赔的所在日历年期内为相关 SWIFT 中国服务或产品所支付的费用金额。

9.1.3 Except as otherwise provided in clause 9.1.4, SWIFT China's liability is subject to the following exclusions:

9.1.3 除非第9.1.4项中另有规定，SWIFT中国的责任受以下除外条款约束：

- a) Even if SWIFT China has been advised of their possibility, SWIFT China excludes any liability for:
  - a) 即使SWIFT中国已被告知其可能性，SWIFT中国也不对下述各项承担任何责任：
    - (i) any loss or damage the occurrence or extent of which is unforeseeable
      - (i) 其发生和程度无法预见的任何损失或损害；
    - (ii) any loss of business or profit, revenue, anticipated savings, contracts, loss or corruption of data, loss of use, loss of goodwill, loss of reputation, interruption of business, or other similar pecuniary loss howsoever arising (whether direct or indirect)
      - (ii) 因任何原因而产生的任何业务或利润、收入、预期储蓄金额、合约损失、数据遗失或损毁、用途损失、商誉损失、声誉损失、业务中断，或其他类似的钱损失（不论是直接或间接的）；
      - (iii) any indirect, special, or consequential loss or damage of any kind
        - (iii) 任何间接性的、特别性的或结果性的任何损失或损害；
      - (iv) any (financial) sanctions, fines and penalties of any kind imposed by any competent authority
        - (iv) 任何主管当局施加的任何（金融）制裁、罚款和处罚。

b) SWIFT China is not obliged to perform or has no liability to the extent resulting from the provision or use of services or products not supplied by or for SWIFT China, or in the circumstances set out in clause 9.3.d) or 9.4.

b) 若是由于并非SWIFT中国提供的服务或产品的提供或使用而导致的，或者在第9.3.d)项或第9.4款中规定的情况下，SWIFT中国无义务履约，也无需承担任何责任。

9.1.4 The limitations and exclusions of SWIFT China's liability in clauses 9.1.2 and 9.1.3 do not apply to any liability for death or personal injury.

9.1.4 第9.1.2项和第9.1.3项下SWIFT中国责任的限制和除外条款不适用于任何死亡或人身伤害责任。

9.1.5 Where SWIFT China's liability is based on a series of events or facts that are (even indirectly) connected or contribute to the same loss or (even indirectly) related losses, SWIFT China's (and any other SWIFT group entity's) total cumulative and aggregate liability to all customers (on a collective basis) shall in no event exceed any liability defined pursuant to this clause 9. Unless expressly provided otherwise in the SWIFT China Contractual Documentation or any other contractual arrangement in place between the relevant customers and SWIFT China (or any other SWIFT group entity):

9.1.5 若SWIFT中国的责任是以一系列与同一损失或（甚至间接的）相关损失关联的或由其导致（甚至间接关联或由其间接导致）的事件或事实为基础的，则SWIFT中国（和其他SWIFT集团实体）对所有客户所承担的（集体）责任总额在任何情况下不得超过根据本第9条确定的任何责任总额。除非SWIFT中国合同文件或相关客户与SWIFT中国（或SWIFT集团任何其他实体）间的任何其他合同安排中另有明确规定，否则：

- a) this rule shall apply irrespective of the SWIFT China Contractual Documentation or any other contractual arrangement in place between the relevant customers and SWIFT China (or any other SWIFT group entity), or any combination thereof, under which SWIFT China's liability is triggered; and
- a) 应适用本规则，而不考虑触发SWIFT中国的责任的SWIFT中国合同文件、或相关客户与SWIFT中国（或任何其他SWIFT集团实体）之间的任何其他合同安排、或任何该等情形组合的规定；并且
- b) this clause 9.1.5 shall be deemed to be included in any and all part of the SWIFT China Contractual Documentation and any other contractual arrangement in place between the relevant customers and SWIFT China (or any other SWIFT group entity)
- b) 第9.1.5项规定应视为包含在SWIFT中国合同文件或相关客户与SWIFT中国（或任何其他SWIFT集团实体）之间的任何其他合同安排的任何及所有部分中。

9.1.6 This clause 9.1 applies before as well as after any termination of the contractual arrangements between SWIFT China and the customer, and is also for the benefit of any other SWIFT group entities (whether their liability is in contract, tort, or otherwise) that, for the purpose of the application of the limitations and exclusions of liability provided in this clause 9.1 and without creating any joint or shared liability between them, shall be treated as one entity with respect to any liability in connection with the provision and use of the SWIFT China services and products. Also, any compensation paid by a SWIFT group entity will be deducted from any liability of any other SWIFT group entity for the same event or series of connected events and, as the case may be, refunded.

9.1.6 本第9.1款的规定在SWIFT中国与客户间的合约安排终止之前和之后均适用，同时也为任何其他SWIFT集团实体之利益（无论其责任是基于合同、侵权或其他原因）（即，为适用本第9.1款规定的责任限制和除外条款之目的且不会在该等实体中产生任何连带或共同责任），就提供和使用SWIFT中国服务和产品相关的任何责任而言，任何其他SWIFT集团实体应视为一个实体。此外，某一SWIFT集团实体所支付的任何赔偿可从任何其他SWIFT集团实体对相同事件或系列关联事件所承担的任何责任中扣除并且（视情况而定）退还。

## 9.2 Customer Liability

### 9.2 客户责任

Except if and to the extent exclusively caused by an act or omission of SWIFT China, the customer will hold SWIFT China harmless and will indemnify and keep SWIFT China indemnified from and against any and all actions, liabilities, claims, fines, demands, losses, damages, proceedings, costs, or expenses (including reasonable legal fees, costs, and expenses) suffered or incurred by SWIFT China in connection with any claim (including any claim made by another customer) related to or in connection with the customer's possession or use of SWIFT China products and services.

除非是完全由于 SWIFT 中国的作为或者不作为造成的，否则对于因客户占有或使用 SWIFT 中国的产品和服务相关的任何索赔（包括其他客户提出的任何索赔）而使 SWIFT 中国遭遇或产生的任何诉讼、负债、索赔、罚款、要求、损失、损害、诉讼、成本或费用（包括合理的法律费用和开支），客户应保证 SWIFT 中国不受损害，并对 SWIFT 中国作出赔偿。

## 9.3 General Principles Governing the Liability of Each Party

### 9.3 各方责任一般原则

- a) Each party will use all commercially reasonable efforts to limit any loss or damage.
- a) 各方将尽一切商业合理努力限制任何损失或损害。
- b) Neither party may recover more than once for the same loss (including under insurance coverage).
- b) 对于同一损失（包括保险责任范围内的损失），任何一方不得索赔超过一次。

- c) No undue enrichment will ever accrue to any party.
- c) 任何一方不得有不当得利。
- d) Neither party is obliged to perform or will have any liability for any act, fault or omission by that party to the extent exclusively resulting from any act, fault or omission of the other party (typically, a failure by that other party, or one of its sub-contractors or agents, to act in accordance with the SWIFT China Contractual Documentation), or of a third party for which it is not responsible.
- d) 对于完全因一方或无需负责的第三方的任何作为、违约或不作为（尤其是一方或其某个分包商或代理人未根据SWIFT中国合同文件规定行事）而导致的任何责任，另一方无义务履约或承担任何责任。

9.4 Force Majeure

9.4 不可抗力

For the purposes of this clause 9.4, force majeure event means any event or circumstance, or combination of events or circumstances, which is beyond the reasonable control of, and is not attributable to, the affected party (the "**Affected Party**") resulting in the Affected Party being prevented from performing or being delayed in the performance of any of its obligations under the SWIFT China Contractual Documentation. Without prejudice to the generality of the foregoing, a force majeure event may include those events or circumstances listed in the Explanatory Comments to these *General Terms and Conditions* provided always such events or circumstances are beyond the reasonable control of, and are not attributable to the Affected Party.

在第9.4款中，不可抗力事件指受影响方（以下简称“**受影响方**”）合理控制能力之外的且并非由其导致的，使受影响方无法履行或延误履行SWIFT中国合同文件项下任何义务的任何事件或情况或者事件和情况集合。在不影响上述规定普遍适用性的前提下，不可抗力事件可包括本《一般条款和条件》的解释性注释中所列的事件或情况，但前提是：该等事件或情况始终超出受影响方合理控制范围且不可归责于受影响方。

Subject to the Affected Party notifying the other party in writing, as soon as possible upon becoming aware of a force majeure event, of the force majeure event causing delay or non-performance and the likely duration of the delay or non-performance, and provided the Affected Party uses all commercially reasonable efforts to limit the effect of that delay or non-performance on the other party, the performance of the Affected Party's obligations, to the extent affected by the force majeure event, and the performance by the other party of its obligations directly related thereto shall be suspended during the period that the force majeure event persists and neither party shall be liable to the other party for such delay or non-performance.

在受影响方知晓不可抗力事件后尽快书面通知另一方导致延误或无法履约的不可抗力事件以及延误或无法履约的预计持续时间的前提下，且在受影响方尽其一切商业合理努力限制延误或无法履约情况对另一方影响的前提下，受影响方义务的履行（在受不可抗力影响的范围内）以及另一方履行与之直接相关的义务应在不可抗力事件持续期间暂停，并且任何一方无需就该等延误或无法履约情况对另一方负责。

If performance is not resumed within 60 days after that notice, either party may terminate the affected SWIFT China Contractual Documentation immediately by written notice to the other party and without any liability or charge being due on the basis of such termination.

若在该通知发出后60天内仍未恢复履约，则任何一方均可立即以书面形式通知另一方终止受影响的SWIFT中国合同文件，而无需承担因该等终止而产生的任何责任或费用。

9.5 No Warranties

9.5 无保证

To the maximum extent permitted by applicable law and except as expressly provided for in these *general terms and conditions* or elsewhere in the swift china contractual documentation, swift china makes no representation or warranty (i) as to the condition, quality, performance, security, non-infringement, merchantability or fitness for a particular

**purpose of any swift china services and products; or (ii) that the use of swift china services and products will be uninterrupted or error-free.**

在适用法律所允许的最大程度内，除非在本《一般条款和条件》或 SWIFT 中国合同文件其他地方另有明文规定，SWIFT 中国未就下述内容作出任何声明或保证（I）SWIFT 中国服务和产品的条件、质量、性能、安全、不侵权性、适销性或适用于特殊目的；或（II）SWIFT 中国服务和产品的使用将不会间断或不会出现错误。

#### 9.6 Liability of SWIFT China Licensors, Service Providers, or Vendors

#### 9.6 SWIFT中国许可方、服务提供商或供应商的责任

Except to the extent SWIFT China's licensors, service providers, or vendors may otherwise agree with the customer directly, SWIFT China's licensors, service providers, or vendors are not liable to the customer for any loss or damage of any kind in connection with the provision or use of SWIFT China services and products, whether arising in contract, tort, or otherwise.

除非SWIFT中国许可方、服务提供商供应商直接与客户达成其他约定，否则SWIFT中国许可方、服务提供商或供应商无需就因SWIFT中国服务和产品的提供或使用而导致的任何类型的损失或损害（无论是因合同、侵权或其他原因而导致的）对客户负责。

### 10 Duration and Termination

#### 10 期限和终止

##### 10.1 Indefinite Term

##### 10.1 无限期

Unless expressly provided otherwise in the SWIFT China Contractual Documentation, SWIFT China provides SWIFT China services and products to the customer for an indefinite period.

除非SWIFT中国合同文件另有明确规定，否则SWIFT中国向客户无限期提供SWIFT中国服务和产品。

##### 10.2 Termination for Convenience

##### 10.2 为方便而终止

Each party has the right to terminate for convenience the SWIFT China Contractual Documentation for the provision of any or all SWIFT China services and products. To do so, the requesting party must inform the other party by written notice 3 months in advance.

为方便起见，各方有权为方便而终止提供任何或所有SWIFT中国服务和产品对应的SWIFT中国合同文件，但要求终止方必须提前3个月以书面形式通知另一方。

For SWIFT China services and products contracted by customers for a minimum term or (renewable) fixed term, termination for convenience is not permitted before the expiry date of the minimum or (on-going) fixed term. If nevertheless a customer decides that the provision of SWIFT China services and products should be terminated early, SWIFT China shall be entitled, without recognition and without prejudice to any other rights or remedies available to it under the SWIFT China Contractual Documentation, to terminate the provision of such SWIFT China services and products at a time that SWIFT China deems fit in its reasonable opinion. In such case however, the customer must continue to pay the agreed fees and charges for the relevant SWIFT China services and products until the expiry date of the minimum or (on-going) fixed term.

对于客户签订了最短期限或固定期限（可续期）合同的 SWIFT 中国服务和产品，在最短期限或（持续）固定期限届满之前，不允许为方便而终止。若客户决定 SWIFT 中国应提前终止提供服务和产品，SWIFT 中国有权在其合理认为合适时终止提供 SWIFT 中国服务和产品（不影响 SWIFT 中国合同文件项下授予的任何其他权利或救济权）。但在该等情况下，客户必须继续支付有关 SWIFT 中国服务和产品的约定费用，直至最短期限或（持续）固定期限届满为止。

##### 10.3 Termination for Cause

10.3

因故终止

To the extent permitted by applicable law, each party has the right to terminate the SWIFT China Contractual Documentation for the provision of any or all SWIFT China services and products immediately and automatically (without prior court intervention) in the following events:

在适用法律允许的范围内，在以下情况下，每一方均有权立即自动（而无需法院事先干预）终止提供任何或所有SWIFT中国服务和产品对应的SWIFT中国合同文件：

- a) in the reasonable opinion of the terminating party, the other party committed a material breach of its obligations and such breach is incapable of remedy, or repeated breaches (whether of the same or of different provisions)
- a) 终止方合理认为另一方严重违反其义务（且该等违反行为无法补救）或多次违约（无论是否违反同一规定或是不同规定）。
- b) in the reasonable opinion of the terminating party, the other party committed a material breach of its obligations and such breach is not remedied within 30 days after notice of the breach has been given in writing to the other party
- b) 终止方合理认为另一方严重违反其义务，且在向另一方发送书面通知后30天内另一方未对该违约行为进行补救。
- c) the other party becomes insolvent (typically, subject to bankruptcy or similar proceedings) or generally fails to pay, or admits its inability to pay, all or a substantial part of its debts as they become due, or applies for or is granted a moratorium except, in the case of the customer, if and to the extent that the customer is permitted to continue use of the SWIFT services and products in chapter 3 of the [SWIFT Corporate Rules](#)
- c) 另一方无力偿债（通常情况下，受破产或类似程序约束），或在全部或大部分债务到期时整体无力偿还或承认其无力偿还，或者申请延期偿付（除非根据SWIFT公司规章第3章规定客户被允许继续使用SWIFT服务和产品）。
- d) a receiver, manager, administrator, liquidator, or other similar officer or practitioner is appointed over the whole or any substantial part of the other party's business or assets, or any steps are undertaken to that effect (typically, it becomes the subject of a bankruptcy, insolvency, or other similar proceeding) except, in the case of the customer, if and to the extent that the customer is permitted to continue use of the SWIFT services and products in chapter 3 of the [SWIFT Corporate Rules](#)
- d) 为另一方的全部或大部分业务或资产委任了破产接管人、管理人、破产管理人、清算人或其他类似高管或人员，或采取任何步骤实现该等目的（特别是成为破产、资不抵债或其他类似程序的执行对象），除非根据SWIFT企业规则第3章规定客户被允许继续使用SWIFT服务和产品。

Without prejudice to termination pursuant to clauses 6.3 and 7.3, SWIFT China also has the right to terminate the SWIFT China Contractual Documentation for the provision of any or all SWIFT China services and products immediately upon written notice to the customer and without prior court intervention in the circumstances set out in clause 4.2.1.b) or 4.2.1.c), or pursuant to clause 6.3 or 7.3.

在不影响根据第6.3款和第7.3款终止的前提下，SWIFT也有权在第4.2.1.b)项或第4.2.1.c)项所述的情况下或根据第6.3款或第7.3款所述的情况下，向客户发送书面通知（而无需法院事先干预）后终止提供任何或全部SWIFT中国服务和产品所对应的SWIFT中国合同文件。

10.4

Termination for Change or New Third-Party Licence Terms

10.4

因变更或新的第三方许可条款而终止

If the customer objects to a change to the SWIFT China services and products, to the SWIFT China Contractual Documentation, to a change pursuant to clauses 2.2 and 8, or to new third-party licence terms governing the use of third-party software embedded in software, the customer may, as its sole and exclusive right and remedy, terminate (without any liability or charge) the SWIFT

China Contractual Documentation for the affected SWIFT China services and products upon 1 month written notice to SWIFT China. The customer must serve such notice within 1 month of the date on which the customer becomes aware (or should reasonably have become aware) of such change or new licence terms.

若客户反对变更SWIFT中国服务和产品、SWIFT中国合同文件、反对根据第2.2款和第8条进行的变更或者反对软件中所嵌入的第三方软件使用相关的新第三方许可条款，作为其唯一和排他性权利和救济权，客户可在提前1个月向SWIFT中国发送书面通知后终止受影响SWIFT中国服务和产品对应的SWIFT中国合同文件（不产生任何责任或费用）。客户必须在知悉（或应在合理情况下知悉）该等变更或新许可条款之日起1个月内，发送该等通知。

10.5 Termination for Loss of Customer Status

10.5 因丧失客户身份而终止

If the customer loses its status of SWIFT user, service bureau, SWIFT registered provider, or other registered customer (as the case may be) for any reason, then the SWIFT China Contractual Documentation for the provision of all SWIFT China services and products automatically and immediately terminates without prior notice and without prior court intervention.

若客户因任何原因而丧失SWIFT用户、service bureau、SWIFT注册提供商或其他注册客户（视情况而定）的身份，则提供全部SWIFT中国服务和产品所对应的SWIFT中国合同文件立即自动终止，而无需事先通知或由法院事先干预。

10.6 Termination for failure to subscribe or renew maintenance

10.6 因未能订购或更新维护服务而终止

If the customer must subscribe to maintenance services to keep SWIFT China services and products (typically, software) up-to-date as per clause 5.1.3, failure to timely subscribe to, or renew, these maintenance services will automatically and immediately terminate the SWIFT China Contractual Documentation for the affected SWIFT China services and products without prior notice and without prior court intervention.

若客户必须订购维护服务，以便根据第5.1.3项规定使SWIFT中国服务和产品（尤其是软件）保持最新状态，则未及时订购或更新维护服务将使受影响SWIFT中国服务和产品对应的SWIFT中国合同文件立即自动终止，而无需事先通知或由法院事先干预。

10.7 Consequences of Termination

10.7 终止的后果

Termination of the SWIFT China Contractual Documentation for any reason will:

SWIFT中国合同文件因任何原因终止将：

- a) not relieve any party from any obligations under the SWIFT China Contractual Documentation which may have arisen prior to termination or which expressly or by implication become effective or continue to be effective on or after such termination
- a) 不会使任何一方豁免履行SWIFT中国合同文件项下，在该等终止前已经产生的或者明示或暗示在该等终止时或之后有效或继续有效的任何义务。
- b) be without prejudice to any other rights or remedies any party may have in respect of the termination
- b) 不损害任何一方就终止而可能享有的任何其他权利或救济权。

Upon termination of the SWIFT China Contractual Documentation for SWIFT China services and products, and without prejudice to any other right or remedy of SWIFT China, the customer must cease its use of the terminated SWIFT China services and products and, at SWIFT China's direction, promptly return or destroy all related materials (including any software) supplied by or for SWIFT China in connection with the terminated SWIFT China services and products.

在SWIFT中国服务和产品对应的SWIFT中国合同文件终止时，在不影响SWIFT中国任何其

他权利或救济的前提下，客户必须停止使用已终止的SWIFT中国服务和产品，并按照SWIFT中国的决定，及时退还或销毁由或为SWIFT中国提供的与被终止的与SWIFT中国服务和产品相关的所有相关材料（包括任何软件）。

The foregoing does not apply to the extent that the customer (i) has the right to retain such materials pursuant to the terminated SWIFT China Contractual Documentation or other contractual arrangements with SWIFT China or (ii) is required by law or regulation to retain such materials.

若客户：(i) 有权根据SWIFT中国合同文件或与SWIFT中国达成的其他合同安排保留该等材料，或(ii) 按照法律或法规要求保留该等材料，则上述规定不适用。

## 11 Personal Data Protection

### 11 个人数据保护

SWIFT China processes personal data (as defined in the [SWIFT Personal Data Protection Policy](#)) collected by or for SWIFT China for purposes relating to the provision of SWIFT China services and products, SWIFT services and products or relating to SWIFT China or SWIFT governance or other purposes set out in the [SWIFT Personal Data Protection Policy](#) (for example, contact details of customer employees or security officers)

SWIFT中国对其为提供SWIFT中国服务和产品以及SWIFT服务和产品相关的目的或与SWIFT中国或SWIFT治理相关的目的或SWIFT个人数据保护政策所述其他目的而收集的个人数据（详见SWIFT个人数据保护政策定义）（例如，客户雇员或安全官详细联系信息）进行处理。

The rights and obligations of the parties in each case are set out in the [SWIFT Personal Data Protection Policy](#).

协议双方在各种情况下的权利和义务详见SWIFT个人数据保护政策规定。

## 12 Confidentiality

### 12 保密

#### 12.1 Customer Obligations of Confidentiality

##### 12.1 客户的保密义务

The customer must keep in confidence all information, data or materials accessed or obtained in connection with the provision of SWIFT China services and products.

客户必须对因提供SWIFT中国服务和产品而接触或获得的所有信息、数据或材料进行保密。

The customer must only use such information, data or materials as reasonably necessary to use SWIFT China services and products or SWIFT services and products in accordance with the SWIFT China Contractual Documentation. The customer shall ensure the protection, confidentiality and security of such information, data or materials using the same standard it employs to safeguard its own information, data or materials of like kind, but in no event less than a reasonable standard of care.

客户必须根据SWIFT中国合同文件规定仅为使用SWIFT中国服务和产品或SWIFT服务和产品之需而使用合理必要的信息、数据或材料。客户应确保以其保护自有类似性质信息、数据或材料时所采用的相同标准（在任何情况下不小于合理注意标准）实现该等信息、数据或材料的保护、保密性和安全性。

The customer must only disclose such information, data or materials to its employees, agents, subcontractors, or professional advisors (or those persons of its affiliated entities) on a “need-to-know” basis. Any other use or disclosure requires SWIFT China’s prior written consent (which will not be unreasonably withheld or delayed).

客户必须仅在“有必要知悉”的基础上向其雇员、代理、分包商或专业顾问（或其关联实体的该等人士）披露该等信息、数据或材料。任何其他使用或披露需要获得SWIFT中国的事先书面同意（不会无故拒绝或拖延给予同意意见）。

In each case, the customer must inform the recipient of the confidential nature of such information, data or materials, and ensure that the recipient is bound by an obligation of confidence no less restrictive than this clause 12.1. The customer remains responsible for the use of information, data or materials by any such persons.

在各种情况下，客户必须将该等信息、数据或材料的保密性告知接收方，并确保接收方遵守的保密义务的严格程度不低于本第12.1款规定的保密义务的约束。客户对任何该等人士使用信息、数据或材料负责。

These confidentiality obligations will survive termination of the SWIFT China Contractual Documentation.

该等保密义务在SWIFT中国合同文件终止后仍然有效。

These confidentiality obligations do not apply to information, data or materials that the customer can demonstrate:

该等保密义务不适用于客户可证明符合下述条件的信息、数据或材料：

- a) were in the public domain (other than through a breach by the customer of its obligations)
- a) 已经进入公共领域（因客户违反其义务而进入公共领域的除外）的信息、数据或材料；
- b) were lawfully received free of any obligations of confidentiality from a third party who, in the customer's reasonable opinion, did not owe a duty of confidentiality in respect of such information, data or materials
- b) 从客户合理认为的不对该等信息、数据或材料负有保密义务的第三方处依法接收的无需承担保密义务的信息、数据或材料
- c) were developed independently by the customer without reference to such information, data or materials
- c) 客户在未参考该等信息、数据或材料的情况下独立开发的信息、数据或材料
- d) were required to be disclosed by law, regulation, or pursuant to a binding and enforceable order or legal process of a court, arbitral tribunal, or supervisor, regulator or other governmental authority, in which case the customer shall, unless prevented to do so by confidentiality or other requirements under applicable law, inform SWIFT China thereof with as much advance notice as possible
- d) 法律、法规要求的或者根据法院、仲裁庭或监督人、监管人或其他政府机关所作的具有约束力且具有可执行性的命令或法律程序的要求披露的信息、数据或材料，在该等情况下，除非适用法律项下的保密要求或其他要求禁止，否则客户应以尽可能提前的通知将此情况告知SWIFT中国。

## 12.2 SWIFT China Obligations of Confidentiality

### 12.2 SWIFT中国的保密义务

The obligations of confidentiality in clause 12.1 apply mutatis mutandis to SWIFT China in respect of all information, data or materials accessed or obtained by or for SWIFT China from or through the customer in connection with the provision of SWIFT China services and products, save to the extent varied by this clause 12.2 or other SWIFT China Contractual Documentation or SWIFT Contractual Documentation including the [SWIFT Data Retrieval Policy](#), [SWIFT Personal Data Protection Policy](#) and [SWIFT Privacy Statement](#).

对于SWIFT中国在SWIFT中国在提供SWIFT中国服务和产品过程中所获得的所有信息、数据或材料而言，本第12.1款中的保密义务应参照适用于SWIFT中国，除非本第12.2款或其他SWIFT中国合同文档或SWIFT合同文件（包括SWIFT数据检索政策、SWIFT个人数据保

护政策和SWIFT隐私声明) 中另有修改。

SWIFT China will only use confidential information, data or materials of customers for purposes relating to the promotion, deployment, provision, security (including forensic investigations), or support of SWIFT China services and products, SWIFT services and products or related services and products of service bureaux, L2BA application providers or SWIFT registered providers, or in connection with the SWIFT Customer Security Programme; SWIFT or SWIFT China governance; accounting and records keeping; or customer relationship management.

SWIFT中国仅将客户的保密信息、数据或材料用于与SWIFT中国服务和产品、SWIFT服务和产品或service bureaux、L2BA应用程序提供商或SWIFT注册提供商相关服务和产品的推广、部署、提供、安全(包括事故调查)或支持相关的目的，或与SWIFT客户安全计划；SWIFT或SWIFT中国治理；会计和记录保存；或客户关系管理相关的目的。

For these purposes, SWIFT China may also share such information, data or materials within the SWIFT group, or with service bureaux, L2BA application providers and SWIFT registered providers, or SWIFT or SWIFT China's licensors, service providers, or vendors (including their respective employees, agents, subcontractors or professional advisors) provided that any such third party complies with obligations of confidence no less restrictive than this clause 12.2.

为此目的，SWIFT中国也可在SWIFT集团内部或与service bureaux、L2BA应用程序提供商以及SWIFT注册提供商或SWIFT或SWIFT中国许可方、服务提供商或供应商(包括其相应的雇员、代理人、分包商或专业顾问)分享该等信息、数据或材料，但前提是任何该等第三方应遵守的保密义务的严格程度不低于本第12.2款规定的保密义务。

Nothing in this clause 12.2 shall be interpreted or construed as preventing SWIFT China to use or disclose confidential information, data or materials of the customer as SWIFT China deems necessary or desirable to report facts and circumstances relating to the security of the customer's use of SWIFT China services and products pursuant to clause 14.2.4 provided that, if and to the extent the [SWIFT Data Retrieval Policy](#) or the [SWIFT Customer Security Controls Policy](#) applies, such disclosure conforms to the [SWIFT Data Retrieval Policy](#) or, as the case may be, the [SWIFT Customer Security Controls Policy](#). When disclosing confidential information, data or materials of the customer pursuant to this provision, SWIFT China shall notify the recipient of the confidential nature thereof and of the importance to protect and preserve the confidentiality of such information, data or materials.

本第12.2款之任何规定不应被解释或理解为禁止SWIFT中国使用或披露SWIFT中国认为为报告与客户根据第14.2.4项规定使用SWIFT中国服务和产品的安全性相关的事和情形有必要或所需的客户保密信息、数据或材料，但前提是：若SWIFT数据检索政策或SWIFT客户安全控制政策适用，则该等披露应遵循SWIFT数据检索政策或SWIFT客户安全控制政策(视情况而定)。在依据本条款披露客户的保密信息、数据或材料时，SWIFT中国应通知接收方该等信息、数据或材料的保密性，及保护和维护该等信息、数据或材料保密性的重

要性。

Furthermore, the customer acknowledges and agrees that:

此外，客户确认并同意：

- a) SWIFT China may disclose the information, data, or materials of the customer to other customers registered within the same group of SWIFT users as the customer for the purposes of SWIFT traffic aggregation (for more information about traffic aggregation, refer to the SWIFT [Pricing and Invoicing – Price List for SWIFT Messaging and Solutions](#)).
- a) SWIFT中国可为SWIFT流量汇集之目的而将客户的信息、数据或材料披露给同一SWIFT用户集团内注册的其他客户(有关流量汇集的更多信息，详见SWIFT定价和开票-SWIFT报文和解决方案价目表)。
- b) any malware accessed or obtained by or for SWIFT China from or through the customer is not confidential or proprietary information, data or materials of the customer, except that if such malware allows to identify the customer, SWIFT China will not share any such malware other than (i) as reasonably necessary to protect other customers (typically, by sharing such malware with antivirus vendors) and provided that the recipient complies with

obligations of confidence no less restrictive than those in clause 12.2; or (ii) in accordance with clause 14.2.4.

- b) 由SWIFT中国（或为SWIFT中国）从客户处或通过客户接触或获得的任何恶意软件并非客户的保密或专有信息、数据或材料，但若该等恶意软件允许对客户进行身份识别，则除非按照下述规定进行，否则SWIFT中国不得分享任何该等恶意软件：  
(i) 为合理必要地保护其他客户（特别是与反病毒服务提供商分享该等恶意软件）且接收方遵守保密义务地严格程度不低于第12.2款规定的保密义务，或(ii) 根据第14.2.4项规定进行。

More information about the protection of personal data is set out in clause 11.

有关个人数据保护的更多信息载于第 11 条。

#### 12.3 SWIFT Traffic Light Protocol

#### 12.3 SWIFT交通信号灯协议

If SWIFT information, data or materials are marked as subject to the SWIFT Traffic Light Protocol (TLP), the Traffic Light Protocol provisions attached to the *Customer Security Programme – Terms and Conditions* shall apply and, in the event of inconsistency, shall prevail over the customer confidentiality obligations as set out in clause 12.1.

若SWIFT信息、数据或材料应受SWIFT交通信号灯协议（TLP）的约束，则《客户安全计划-条款和条件》中所附的交通信号灯协议规定适用，并且若出现不一致之处，其优先于第12.1款所述的客户保密义务适用。

### 13 Notices

#### 13 通知

13.1 Except when expressly provided otherwise in the SWIFT China Contractual Documentation, all notices from one party to the other will be in English or Chinese and in writing, whether in paper form (typically, post or courier with acknowledgement of receipt) or in electronic form (typically, e-mail, e-form, e-invoice, statement on SWIFT's websites or in a release letter, newsletter or magazine, installation notice for SWIFT China services and products, or facsimile transmission).

13.1 除非在SWIFT中国合同文件中另有明文规定，协议一方向另一方发送的所有通知可为英文或中文版书面形式，可为纸质形式（通常为需要回执的邮件或快递）或电子形式（通常为电子邮件、电子表单、电子发票、SWIFT网站声明或发布函、时事通讯或杂志、SWIFT中国服务和产品安装通知或传真发送）。

When sent to the other party, such notices will be considered correct and valid if they are sent to the latest contact details (if any) notified by the other party for such matters pursuant to the provisions of this clause 13.1, or the latest registered or principal office so communicated by the other party.

当发送给另一方时，该等通知若发送至另一方根据本第13.1款规定告知的最新详细联系信息（若有）或另一方通过此方式告知的最新注册办事处或主要办事处地址，则视为正确和有效。

13.2 Wherever applicable and notwithstanding clause 13.1, the customer must notify SWIFT China in writing of its intention to terminate the SWIFT China Contractual Documentation for the provision or use of the SWIFT China services and products.

13.2 在适用情况下，尽管有第13.1款的规定，客户必须书面通知SWIFT中国其计划终止有关提供或使用SWIFT中国服务和产品的SWIFT中国合同文件。

Notices relating to the termination of the SWIFT China services and products by or for SWIFT China, or by the customer but which cannot be served in electronic form through [www.swift.com](http://www.swift.com), and notices by either party which relate to any claims procedure must be served by email, facsimile transmission, mail, or courier, with evidence of delivery such as a reply by the recipient or a signed or stamped dated receipt.

与SWIFT中国或客户终止SWIFT中国服务和产品相关，但无法通过[www.swift.com](http://www.swift.com)以电子形式送达的通知，以及任何一方发送的与任何索赔程序相关的通知必须通过电子邮件、传真、邮件或快递方式送达，并附有交付证明，如接收方回复函或者经过签署或盖章的载明日期的回执单。

The address for service of any such notices will be as follows:

任何该等通知的送达地址如下：

- customer: its registered or principal office, or any other correct and valid address pursuant to clause 13.1
- 客户：根据第 13.1 款规定的注册办事处或主要办事处或者任何其他正确有效的地址
- SWIFT China: its registered office and marked for the attention of the General Manager or, in the case of a claim made pursuant to clause 15, of the General Counsel
- SWIFT 中国：其注册办事处，标记收件人为总经理；对于根据第 15 条提出的索赔，标记收件人为总法律顾问

13.3 All notices served in accordance with this clause 13 will be deemed effective upon their publication for or, if sent to the other party, delivery to the intended recipient.

13.3 根据本第13条规定送达的所有通知在其发布时即视为生效，若通知发送给另一方，则在交付给预期收件人时视为生效。

## 14 Miscellaneous

### 14 其他条款

#### 14.1 Assignment and Sub-Contracting

##### 14.1 转让和分包

14.1.1 The right for the customer to access or use SWIFT China services and products is personal. The customer must not assign, transfer or otherwise dispose of all or part of its rights or obligations under the SWIFT China Contractual Documentation without SWIFT China's prior written consent.

14.1.1 客户访问或使用SWIFT中国服务和产品的权利为专属于个人。未经SWIFT中国事先书面同意，客户不得转让、出让或以其他方式处置其在SWIFT中国合同文件项下的全部或部分权利或义务。

The customer may delegate or sub-contract to a third party the exercise of its rights or the performance of its obligations under the SWIFT China Contractual Documentation provided that SWIFT China may refuse at its discretion any sub-contracting or delegation of the financial obligations of the customer.

客户可将其在SWIFT中国合同文件项下的权利行使或义务履行委托或分包给第三方，但前提是：SWIFT中国可自行决定拒绝接受客户财务义务的分包或委托。

14.1.2 Except in respect of an assignment or transfer to another entity within the SWIFT group which shall be effective upon written notice to the customer, SWIFT China must not assign, transfer or otherwise dispose of all or part of its rights or obligations under the SWIFT China Contractual Documentation without the customer's prior written consent.

14.1.2 除了向SWIFT集团内部另一实体转让或出让（在向客户发送书面通知后生效），在未获得客户事先书面同意的情况下，SWIFT中国不得转让、出让或以其他方式处置其在SWIFT中国合同文件项下的全部或部分权利或义务。

Subject to any restrictions set out in the [SWIFT Personal Data Protection Policy](#), SWIFT China may delegate or sub-contract the exercise of its rights or the performance of its obligations (typically, to SWIFT).

在遵循SWIFT个人数据保护政策所述限制条件的前提下，SWIFT中国可将其权利的行使或

义务的履行委托或分包给其他方（通常为SWIFT）。

14.1.3 If either party delegates or sub-contracts to a third party the exercise of its rights or the performance of its obligations in accordance with this clause 14.1, it does so at its own risk and must ensure that the scope of rights granted to any such third party does not exceed those contracted with the other party. The party that delegates or sub-contracts to a third party the exercise of its rights or the performance of its obligations in accordance with this clause 14.1, also remains fully responsible to the other party for the performance and observance by any such third party of any obligations applicable to it.

14.1.3 若任何一方根据本第14.1款规定将其权利的行使或义务的履行委托或分包给第三方，其应自担风险并确保授予任何第三方的权利范围不超过与另一方约定的范围。根据本第14.1款规定将权利的行使或义务的履行委托或分包给第三方的一方依然应就任何该等第三方履行和遵守任何适用义务的行为对另一方承担全部责任。

Without prejudice to the generality of the foregoing, use of a service bureau to connect to SWIFT is subject to the Shared Infrastructure Policy and use of a L2BA application provider to connect to SWIFT is subject to the *End-User Policy*.

在不影响前述规定普遍适用性的前提下，使用 service bureau 连接 SWIFT 须受《共享基础设施政策》的约束，使用 L2BA 应用程序提供商连接 SWIFT 须受《最终用户政策》的约束。

#### 14.2 Assistance and Reporting

##### 14.2 协助和报告

14.2.1 Each party will give the other party such assistance as is reasonably required to ensure the smooth performance of the SWIFT China Contractual Documentation.

14.2.1 为确保SWIFT中国合同文件的顺利履行，每一方应向另一方提供合理要求的协助。

14.2.2 In case of problems relating to the provision or use of SWIFT China services and products (in particular, problems that can affect the confidentiality, integrity, availability or security of SWIFT China services and products), the customer must:

14.2.2 若发生与SWIFT中国服务和产品的提供或使用相关的问题（特别是，可能影响SWIFT中国服务和产品保密性、完整性、可用性或安全性的问题），客户必须：

- a) notify the SWIFT Customer Support Centre promptly of the problem  
a) 将问题及时通知SWIFT客户支持中心
- b) assist SWIFT China in identifying, investigating, and resolving the problem. In the event of a (potential) security incident relating to the provision or use of the SWIFT China services or products, the customer must promptly supply to SWIFT China any information, data or other materials that are reasonably necessary for SWIFT China to conduct a forensic investigation of such incident (typically, forensic copies of the interface or information about (possibly) fraudulent messages)  
b) 协助SWIFT中国辨识、调查并解决问题。在发生与提供或使用SWIFT中国服务或产品相关的（潜在）安全事件时，客户必须及时向SWIFT中国提供SWIFT中国对该等事件进行事故调查所需的任何信息、数据或其他资料（通常为界面的鉴定副本或有关（可能的）欺诈性报文的资料）。
- c) promptly correct the problem if it is the customer's responsibility to do so, and notify SWIFT China when it has been resolved  
c) 若属于客户的责任，客户应及时纠正问题，并在问题解决后通知SWIFT中国。
- d) respond correctly and promptly to any actions requested, recovery or fallback procedures initiated, or directions given by or for SWIFT China to mitigate or resolve the problem, and revert to normal operation conditions when the problem is resolved  
d) 对SWIFT中国要求采取的任何行动、启动的恢复或回退程序、或SWIFT中国为缓解

或解决问题而作出的指示作出正确和迅速响应，并在问题解决后恢复正常运行状态

14.2.3 Upon prior reasonable written request from SWIFT China, the customer will provide any information, data and other assistance regarding the possession and use by the customer of SWIFT China services and products (such as the number of copies of software in its possession and their use, or compliance by the customer with security obligations).

14.2.3 在SWIFT中国提出事先合理书面请求后，客户将提供有关其占有和使用SWIFT中国服务和产品相关的任何信息、数据和其他协助（如，其所占有和使用的软件数量，或客户是否遵守安全义务）。

The customer acknowledges and agrees that SWIFT China may require that the internal auditors of the customer confirm, in writing, the accuracy and completeness of any information or data supplied by the customer pursuant to this clause 14.2.3.

客户确认并同意，SWIFT中国可要求客户内部审计师以书面形式确认客户根据本第14.2.3项提供的任何信息或数据的准确性和完整性。

14.2.4 SWIFT China reserves the right, in its sole discretion, to report (or to require the customer to report) to supervisors, regulators or other governmental authorities, or the customer's messaging counterparties, facts and circumstances relating to the security of the customer's use of SWIFT China services and products (for example, the failure by the customer to use a mandatory release or update of the software or other circumstances as specified in the [SWIFT Customer Security Controls Policy](#)).

14.2.4 SWIFT中国有权自行决定向监督人、监管人或其他政府机关或客户的报文发送对象报告（或要求客户报告）有关客户使用SWIFT中国服务和产品安全性的事实和情形（例如，客户未使用软件强制发布或更新版本或SWIFT客户安全控制政策中规定的其他情况）。

#### **14.3 Severability**

#### **可分割性**

If any part of the SWIFT China Contractual Documentation is found to be invalid, unlawful, or unenforceable, then such part will be severed from the remainder which will continue to be valid and enforceable to the fullest extent permitted by law. Upon determination that any term or other provision is invalid, unlawful or unenforceable, the parties shall negotiate in good faith to modify the SWIFT China Contractual Documentation so as to effect the original intent of the parties as closely as possible in a manner which removes the cause of the invalidity, unlawfulness or unenforceability and ensuring that the economic or legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to either party.

若SWIFT中国合同文件的任何部分被发现无效、非法或不可执行，则该部分将与其余部分分离，其余部分将在法律允许的最大范围内继续有效且可执行。在确定任何条款或其他规定无效，非法或无法执行时，协议双方应进行真诚的谈判，以修改SWIFT中国合同文件，从而尽可能实现协议双方的原始意图，移除导致无效性、非法性或不可执行性的根源，并确保本协议所述交易的经济或法律实质不受任何影响，不会以任何方式对任何一方造成严重不利影响。

#### **14.4 No Waiver**

#### **无弃权**

Except where a specific period for exercising any right arising under the SWIFT China Contractual Documentation is provided for in the SWIFT China Contractual Documentation or under applicable law, any waiver to be effective must be in writing signed by duly authorized representative(s) of the waiving party and no delay on the part of a party to exercise such right or remedy shall constitute, or be construed to constitute, a waiver thereof. Neither any waiver by a party of any right or remedy nor any single or partial exercise of such right or remedy shall preclude any further exercise by such party thereof or of any other right or remedy.

除非在SWIFT中国合同文件或适用法律项下规定了SWIFT中国合同文件项下所产生的任何权利的特定行使期间，任何弃权必须以书面方式作出并经由弃权方正式授权代表签署方可

生效；任何一方延误行使该等权利或救济权不应视为放弃该等权利。任一方对任何权利或救济权的任何放弃，或对该等权利或救济的任何单独或部分行使，不妨碍该方对该等权利或救济权或任何其他权利或救济权的任何进一步行使。

14.5 No Agency

14.5 无代理

The relationship between SWIFT China and the customer is not that of agent and principal, and neither party has the authority to bind the other to any obligations.

SWIFT中国与客户的关系不属于代理人和委托人关系，双方均无权要求另一方承担任何义务。

14.6 Entire Agreement

14.6 完整协议

The SWIFT China Contractual Documentation contains the entire agreement and understanding between SWIFT China and the customer relating to the provision and the use of the SWIFT China services and products. It supersedes and cancels all prior negotiations, representations, proposals, statements, agreements and undertakings, written or oral, relating to the provision or the use of SWIFT China services and products.

SWIFT中国合同文件包含SWIFT中国与客户之间关于提供和使用SWIFT中国服务和产品的完整协议和谅解。其取代并取消先前所有与提供或使用SWIFT中国服务和产品相关的书面或口头谈判、陈述、建议、声明、协议和承诺。

14.7 Amendments

14.7 修订

Subject to clauses 2.2, 8 and 13, no amendment or modification to the SWIFT China Contractual Documentation will be effective unless it is in writing and signed by duly authorised representatives of the relevant parties.

在遵循第 2.2 款、第 8 条和第 13 条规定的前提下，对 SWIFT 中国合同文件的任何修订或修改，除非采用书面形式作出并经相关方正式授权代表签署，否则不生效。

## 15 Dispute Resolution

### 15 争议解决

15.1 Time Limit for customer claims

15.1 客户索赔期限

If the customer becomes aware of a matter or circumstance which may give rise to a claim, the customer must notify its claim to SWIFT China specifying the relevant facts (including, without limitation, detailed evidence on which the customer relies to make the claim, the reference to the relevant provisions of the SWIFT China Contractual Documentation, the amount of the claim and, more generally, all information reasonably available to enable SWIFT China to assess the merits of the claim) within the following time limits:

若客户发现可能引起索赔的事项或情形，客户必须在以下期限内将索赔通知SWIFT中国，写明相关事实（包括但不限于客户赖以提出索赔的详细证据、SWIFT中国合同文件的相关规定、索赔金额以及为使SWIFT中国能够评估索赔的合理可用的所有信息）：

- a) for claims about material errors relating to SWIFT China invoices: within 30 days of the date of the invoice
  - a) 对于SWIFT中国发票重大错误的索赔：发票开具之日起30天内
  - b) for claims directly or indirectly relating to messages or files (allegedly) sent or received using SWIFT China services and products: for the time period during which messages or files can be retrieved as specified in the SWIFT China Contractual Documentation

- b) 对于（声称）与使用SWIFT中国服务和产品发送或接收的报文或文件直接或间接相关的索赔：在SWIFT中国合同文件规定可对报文或文件进行检索期间
- c) for any other claims: within 6 months of the date on which the claiming customer becomes aware (or should reasonably have become aware) of the event giving rise to the claim
- c) 任何其他索赔：提出索赔的客户知晓（或应合理知晓）引起索赔的事件之日起6个月内

If the *customer* fails to make a valid claim in accordance with this clause 15.1, the *customer* shall be barred from making any (further) claim, which the *customer* shall be deemed to have definitely withdrawn and waived to the benefit of SWIFT China, without however affecting any right, claim or counterclaim on the part of SWIFT China.

若客户未根据本第15.1款规定提出有效索赔，则客户将被禁止提出任何（后续）索赔，客户应视为为SWIFT中国之利益而最终撤回或放弃该等索赔，而不影响SWIFT中国方面享有的任何权利、索赔或反诉。

Any claim validly notified in accordance with this clause 15.1 shall (if it has not been previously satisfied, settled or withdrawn) be deemed to be definitely withdrawn, and SWIFT China shall have no liability whatsoever, 3 months after the end of the conciliation process pursuant to clause 15.2.a), unless the *customer* has commenced arbitration proceedings pursuant to clause 15.2.b).

根据本第15.1款规定有效告知的任何索赔应（若先前并未履行、和解或撤销）视为最终撤销，并且SWIFT中国在根据第15.2.a) 项规定进行的和解程序终止后3个月无需承担任何责任，除非客户根据第15.2.b) 项规定启动了仲裁程序。

## 15.2 Dispute resolution

### 15.2 争议解决

- a) Conciliation
- a) 和解

The parties will use all commercially reasonable efforts to resolve at a business level between the representatives of each party any disputes arising out of or in connection with these *General Terms and Conditions* or in relation to a non-contractual claim, within 3 months after the claim has been notified to the *customer*, or (in the event of a *customer* claim) following a valid notification of claim in accordance with clause 15.1. If the business representatives of the parties are unable to resolve the dispute(s) within such 3 months period, such dispute(s) may be referred to arbitration in accordance with clause 15.2.b).

协议双方将尽其一切商业合理努力在在索赔告知客户后3个月内或者（若为客户索赔）在根据第15.1款规定发送有效索赔通知后，于业务层面在每一方代表之间解决因本《一般条款和条件》而产生的或与之相关的或者与非合同性索赔相关的任何争议。若协议双方的业务代表无法在3个月内解决争议，则可根据第15.2.b) 项规定将该争议提交仲裁。

- b) Arbitration proceedings
- b) 仲裁程序

Any dispute arising out of or in connection with these *General Terms and Conditions* or in relation to a non-contractual claim arising out of these *General Terms and Conditions* or in connection with them, shall be submitted to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration (the "**Arbitration**") under CIETAC's arbitration rules then in force (the "**Rules**") before three arbitrators appointed in accordance with the Rules.

因本《一般条款和条件》而产生的或与之相关的或者与本《一般条款和条件》所产生的或与之相关的非合同性索赔相关的任何争议应提交中国国际经济贸易仲裁委员会（“贸仲委”）由三名根据贸仲委届时有效的仲裁规则（以下简称“规则”）指定

的仲裁员根据规则仲裁（以下简称“仲裁”）解决。

The place of the Arbitration shall be Beijing, the People's Republic of China. The language of the Arbitration shall be English. Unless the Parties agree otherwise, all proceedings are to be held in English and the award shall be based solely on documents and information provided in the English language, including where the original was written in a language other than English.

仲裁地点为中华人民共和国北京。仲裁语言为英语。除非双方另有约定，所有诉讼程序均应以英语进行，仲裁裁决应仅以英语版本文件和信息为基础（包括原件并非采用英文书写的情况）作出。

Neither Party may recover more than once for the same loss or damage. Accordingly, neither Party may bring a claim (which, for the avoidance of doubt, includes submitting the dispute to CIETAC) for the same loss or damage under the SWIFT General terms and Conditions, the SWIFT China General Terms and Conditions, the SWIFT Services Terms and Conditions and/or the SWIFT China Services Terms and Conditions.

任何一方不得就同一损失或损害进行超过一次索赔。因此，任何一方不得在SWIFT一般条款和条件、SWIFT中国一般条款和条件和/或SWIFT中国服务条款和条件项下，就相同损失或损害提出索赔（为避免疑问，包括向贸仲委提交争议）。

## 16 Applicable Law

### 16 适用法律

These *General Terms and Conditions* and all contractual and non-contractual obligations arising out of them or in connection with them shall be governed by and construed in accordance with the law of the People's Republic of China (without giving effect to any conflict of law provision that would cause the application of other laws).

本《一般条款和条件》和因此而产生的或与之相关的所有合同和非合同义务受中华人民共和国法律（不包括将导致适用其他法律的法律冲突规定）管辖并根据该等法律解释。

## Explanatory Comments

### 解释性注释

These explanatory comments are included for information and illustrative purposes. While designed to provide useful information about certain provisions of the *SWIFT China General Terms and Conditions*, nothing in these explanatory comments shall be interpreted or construed as granting any rights or imposing any obligations in addition to those set out in the commented provisions of the *SWIFT China General Terms and Conditions*.

加入本解释性注释仅为提供信息和说明之目的。尽管旨在提供有关《SWIFT 中国一般条款和条件》特定规定的有用信息，除《SWIFT 中国一般条款和条件》注释规定中所述外，本解释性注释的任何规定不得解释为授予任何权利或施加任何义务。

### Testing (clause 5.3)

#### 测试（第5.3款）

Regular tests are conducted to probe the availability, integrity and confidentiality of SWIFT China services and products.

进行定期测试，以检查 SWIFT 中国服务和产品的可用性、完整性和保密性。

SWIFT China understands that, beyond SWIFT China's tests, customers may also wish to conduct certain performance or vulnerability tests on or through SWIFT China services and products.

SWIFT 中国理解，除了 SWIFT 中国的测试之外，客户可还希望通过 SWIFT 中国服务和产品进行特定性能或漏洞测试。

Because such tests might adversely affect SWIFT China's or SWIFT's operations or be indistinguishable from real threats, customers must not conduct any such test unless expressly permitted in the [SWIFT Customer Testing Policy](#). This applies to (without limitation) stress tests, throughput tests, intrusion tests or penetration tests.

由于该等测试可能会对 SWIFT 中国或 SWIFT 的运营产生不利影响，或与真实威胁难以区分，除非 SWIFT 客户测试政策明确允许，否则客户不得进行该等测试。这适用于（但不限于）压力测试、吞吐量测试、入侵测试或渗透测试。

### Non-transferable right to use software (clause 6.1)

#### 不可转让的软件使用权（第6.1款）

As per clause 6.1, the customer is not permitted to freely transfer or otherwise assign its right to use software to a third party, even if it is another SWIFT China customer, SWIFT user, service bureau, SWIFT registered provider, or any other customer. Any such transfer or assignment requires SWIFT China's prior express written consent, and may be subject to a specific transfer fee.

根据第 6.1 款规定，客户不得向第三方自由转让或以其他方式出让软件使用权，即便该第三方是其他 SWIFT 中国客户、SWIFT 用户、service bureau、SWIFT 注册提供商或任何其他客户。任何该等转让或出让均需获得 SWIFT 中国的事先书面明示同意，并可能需要支付特定的转让费。

### Force Majeure (clause 9.4)

#### 不可抗力（第9.4款）

Subject to the conditions of clause 9.4, a force majeure event may include (without limitation) the following:

在遵循第 9.4 款所述条件的前提下，不可抗力事件可包括（但不限于）以下内容：

- An act or intervention of a public authority or court (including any codes of conduct, instructions, guidelines, decisions, (financial) sanctions, or rules issued by such public authority or court), or any changes in laws
- 公共机关或法院的作为或干预（包括该等公共机关或法院发出的任何行为守则、指示、指引、决定、（财务）制裁或规则），或法律的任何更改
- Interruption or unavailability of power supplies, telecommunications networks, telecommunications services or IT-systems
- 电力供应、电讯网络、电讯服务或IT系统中断或无法使用
- Sabotage, terrorism or threats of such acts
- 破坏、恐怖主义或威胁进行该等行为
- Fire, flood, atmospheric disturbance, lightning, storm, hurricane, cyclone, typhoon, tornado, earthquake, landslide, perils of the sea, soil erosion, subsidence, washout, drought, exceptionally heavy snow or rain, ice or other acts of God
- 火灾、洪水、大气扰动、闪电、风暴、飓风、旋风、台风、龙卷风、地震、山崩、海难、土壤侵蚀、地面沉降、冲刷、干旱、异常大雪或暴雨、冰雹或其他天灾
- Acts of war or hostilities (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, military or usurped power, embargo, revolution, riot, insurrection, civil disturbance or civil war or rebellion
- 战争或敌对行动（不论是否已经宣战）、入侵、武装冲突或外敌行为、封锁、军事或篡夺权力、禁运、革命、暴动、暴乱、内乱、内战或叛乱
- Strikes, lock-outs, or other industrial action or labour disputes (including, without limitation, strikes, lock-outs, or other industrial action or labour disputes that are limited to an enterprise or business unit of the relevant party or any company within its group)
- 罢工、停工、或其他劳工行动或劳工纠纷（包括但不限于仅限于相关方的企业或业务单位或集团内的任何公司内部的罢工、停工、或其他劳工行动或劳工纠纷）
- Epidemic, famine, quarantine or plague
- 流行病、饥荒、隔离或瘟疫
- An act, event or circumstance which primarily affects a person other than the parties and which prevents or delays a party's performance under any SWIFT China Contractual Documentation provided that such act, event or circumstance is of a kind of character that, if it had happened to such party, it would have fallen within the definition of a force majeure event in clause 9.4 of the *SWIFT China General Terms and Conditions*
- 对协议当事方之外的人士产生主要影响，且禁止或延误协议一方履行任何SWIFT中国合同文件的行为、事件或情况，但前提是该等行为、事件或情况若在该方身上发生，其将属于《SWIFT中国一般条款和条件》第9.4款中的不可抗力事件定义范畴。

## Personal Use (clause 14.1)

### 个人使用（第14.1款）

As per clause 14.1, the right for the customer to access or use SWIFT China services and products is personal.

根据第 14.1 款规定，客户访问或使用 SWIFT 中国服务和产品的权利专属于个人。

For example, the customer must not allow a third party to access or use SWIFT China services and products except if that third party is acting under its responsibility (typically, as a subcontractor or agent of the customer).

例如，客户不得允许第三方访问或使用 SWIFT 中国服务和产品，除非该第三方在其责任范围内行事（通常作为客户的分包商或代理人）。

In other words, the customer may not permit a third party (including another customer) to impersonate the customer in its use of SWIFT China services and products, and the customer may not disclaim any responsibility and liability for the use of its BIC and SWIFT China services and products.

换言之，客户不得允许第三方（包括另一客户）在其使用 SWIFT 中国服务和产品时冒充客户，客户不得否认其对使用其 BIC 和 SWIFT 中国服务和产品所需承担的任何责任和义务。

## Outsourcing by customer (clauses 14.1.1 and 14.1.3)

### 客户外包服务（第14.1.1项及第14.1.3项）

One example of the type of delegation or sub-contracting that could be covered by clauses 14.1.1 and 14.1.3 would be the “outsourcing” by a customer of the installation, operation and maintenance of its SWIFT China interface.

第 14.1.1 项和第 14.1.3 项可能涉及的委托或分包类型的一个范例是客户将其 SWIFT 中国接口的安装、操作和维护“外包”。

For more information about SWIFT's policy with regard to the use of service bureaux to connect to SWIFT, see the [Shared Infrastructure Policy](#). For more information about SWIFT's policy with regard to the use of L2BA application providers to connect to SWIFT, see the [End-User Policy](#).

有关使用 service bureaux 连接 SWIFT 的更多信息，请参见共享基础设施政策。有关使用 L2BA 应用程序提供商连接到 SWIFT 的更多信息，请参见《最终用户策略》。

## Assistance and Reporting (clause 14.2.4)

### 协助和报告（第14.2.4项）

As per clause 14.2.4, SWIFT China reserves the right, in its sole discretion, to report (or to require the customer to report) to regulators, supervisors or other governmental authorities, or the customer's messaging counterparties facts and circumstances relating to the security of the customer's use of SWIFT China services and products.

根据第 14.2.4 项规定，SWIFT 中国有权全权决定向监管人、监督人或其他政府机关，或客户的报文发送对象报告（或要求客户报告）与客户使用 SWIFT 中国服务和产品安全性相关的事宜和情况。

For the purposes of identifying the customer's SWIFT messaging counterparties, information in SWIFT's possession regarding the SWIFT traffic and relationship management authorisations (RMA) exchanged by the customer may be used.

为辨识客户的 SWIFT 报文发送对象之目的，可使用客户之间交换的，目前由 SWIFT 所掌握的与 SWIFT 流量和关系管理授权（RMA）有关的信息。

## Legal Notices

### 法律声明

S.W.I.F.T. (China) Limited  
环球融讯网络技术服务（中国）有限公司  
Unit 611-612, Winland International Financial Centre, No. 7 Financial Street, Xicheng District, 100033  
北京市西城区金融大街 7 号英蓝国际金融中心 611-612 室, 100033

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