

API Design Collaboration Groups
Participation Terms
(January 2019)

1. SWIFT invites selected organisations (each one, a **Participant**) to participate to its API Design Collaboration Groups. Each Participant's participation to an API Design Collaboration Group (the **Collaboration**) is governed by the present Participation Terms.
2. During the API Design Collaboration phase, SWIFT makes available draft API versions (the **API versions**) to the Participant via a collaborative API design platform (currently SwaggerHub) to collect its feedback.
3. The Participant agrees to evaluate and provide feedback on the API versions to SWIFT, whether in the form of comments submitted via the API design platform or in any other form (the **Feedback**).
4. The Participant may use the API versions for the sole purposes of evaluating them and providing Feedback to SWIFT during the Collaboration, and will cease any such use upon termination of their participation to the Collaboration, whether by SWIFT or the Participant.
5. When providing Feedback, the Participant agrees that SWIFT may use such Feedback as it sees fit and that SWIFT will own the intellectual property rights on such Feedback, in view of allowing SWIFT to commercialise an API solution integrating such Feedback for the benefit of its community, at SWIFT's discretion. If and when its Feedback includes subject matter protected by intellectual property rights, the Participant agrees that submitting such Feedback includes the transfer of the related intellectual property rights to SWIFT.
6. The API versions are draft versions and have therefore not undergone full and final qualification by SWIFT. SWIFT makes them available on an 'as is' basis, without any warranties of any kind, and may amend or suspend their provision or use at any time upon prior notice.
7. The API versions are confidential and may be used by the Participant for the sole purpose of the Collaboration. The Participant may distribute the API versions within its own organisation for the same purpose. Any other use or distribution of the API versions is restricted, unless with SWIFT's prior permission.
8. When evaluating the API versions in the API Sandbox environment made available by SWIFT, the Participant may only use test data (which means either anonymised or fictitious data). The use of real transaction data is not allowed in the SWIFT API sandbox environment.
9. Any use of the API versions is at the Participant's own risk and under its sole and exclusive responsibility. Except for fraud or gross negligence by SWIFT, the Participant agrees that SWIFT's entire liability related to the provision and use of the API versions, whether in contract, tort or otherwise, will be limited to 10,000 Euro.
10. As soon as an API is officially published and ready for usage, it shall be subject to the relevant applicable license terms as identified in the API contract. If no license terms are identified, the API Restricted License as available then under SWIFT.com shall be considered as applicable until otherwise notified.
11. The provision and use of the API versions are free of charge for the duration of the Collaboration only.
12. Each party shall pay its own costs incurred in connection with the Collaboration, including but not limited to all travel expenses, where applicable.
13. The Participant may not transfer any rights or obligations in connection with its participation to the Collaboration without SWIFT's prior written consent.
14. The Participant authorises SWIFT to publicly advertise its participation in the Collaboration.
15. These Terms and Conditions enter into force upon the Participant's acceptance of SWIFT's invitation to participate in the Collaboration, and remain in effect until termination of the Collaboration, as notified by SWIFT to all Participants, unless terminated early by SWIFT or the Participant for convenience upon one week prior notice.
16. These Terms and Conditions reflect the entire understanding of the parties in respect of their subject matter and can only be modified via online acceptance of such modifications by the Participant.
17. The provisions of these Terms and Conditions which, expressly or by their nature, survive expiration or termination of the Terms and Conditions, including but not limited to clauses 5 (Intellectual Property rights), 7 (Confidentiality obligation), and 9 (Liability), remain in effect after the expiration or termination of these Terms and Conditions.
18. These Terms and Conditions are governed by Belgian law and all disputes will be submitted to the exclusive jurisdiction of the Brussels courts, Belgium.