SWIFT ISAC PORTAL

TERMS OF USE

(25 April 2018)

1. Introduction; Access of Third Parties; Related Documents:

Please note that access to, use of or downloading of information from, the SWIFT ISAC Portal is subject to, and constitutes your acceptance of, the terms and conditions below. These terms and conditions supplement the SWIFT Customer Security Programme Terms and Conditions (as available on swift.com). To the extent there should be any inconsistency between these terms and conditions and the SWIFT Customer Security Programme Terms and Conditions, these terms and conditions shall take precedence.

The SWIFT ISAC portal (the "Portal") is a dedicated part of swift.com through which SWIFT shares information related to security threats potentially impacting our customers.

SWIFT has created the Portal for use by SWIFT users and customers. In limited instances, SWIFT may determine that it is appropriate to grant access to the Portal to business firms and other entities (always excluding natural persons) that are not SWIFT users or customers (such firms and entities are collectively referred to as "Third Parties"). The decision to grant or deny such access is solely within SWIFT's discretion. SWIFT reserves the right to terminate any Third Party's access to the Portal for any reason SWIFT deems appropriate.

 When used in these Terms of Use, "information" means information of any nature or in any form communicated through the Portal, including, but not limited to, indicators of compromise, information about modus operandi, knowledge based tips, reports, incident reports, bulletins and the like.

For SWIFT Users and Customers:
These Terms of Use supplement, and must be read together with, the most recent version of the SWIFT Customer Security Programme Terms and Conditions, as available on swift.com.

For Third Parties:
For Third Parties (as defined above), these Terms of Use are supplemented by articles 10 through 15 of the SWIFT Customer Security Programme Terms and Conditions (entitled "Personal Data Protection"; "Confidentiality"; "Notices"; "Miscellaneous"; "Dispute Resolution"; and "Applicable Law", respectively), as available on swift.com. For purposes of these Terms of Use, references to "customer" in such articles shall be deemed to refer to the Third Party.

2. Information made available "as is"; No liability or responsibility; Etc.:

SWIFT MAKES ALL INFORMATION AVAILABLE ON AN "AS IS" BASIS.   While SWIFT makes good faith efforts to review all content and to provide accurate information, SWIFT will not be liable or responsible for the accuracy or completeness of information. SWIFT makes no representations about (and is not liable for) the accuracy, completeness, reliability, suitability or availability of any data or information. SWIFT makes good faith efforts to keep abreast of current information, but has no obligation or responsibility for updating information previously furnished or for assuring that the most up-to-date information is furnished.   **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SWIFT DISCLAIMS ANY REPRESENTATION OR WARRANTY (I) AS TO THE CONDITION, QUALITY, PERFORMANCE, SECURITY, NON-INFRINGEMENT,**

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PORTAL OR ANY INFORMATION SUPPLIED VIA THE PORTAL; OR (II) THAT THE ACCESS TO OR USE OF THE PORTAL OR ANY INFORMATION SUPPLIED VIA THE PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE. SWIFT EXCLUDES ALL LIABILITY (TO THE EXTENT PERMITTED BY APPLICABLE LAW) FOR ANY COSTS, LOSSES, CLAIMS, DAMAGES, EXPENSES OR PROCEEDINGS OF WHATEVER NATURE INCURRED OR SUFFERED BY YOU ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH YOUR USE OF THE PORTAL, ANY CONTENTS AND/OR ANY INFORMATION, OR DUE TO ANY UNAVAILABILITY OF PARTS OR ALL OF THE PORTAL.

You acknowledge that there may be circumstances under which SWIFT has received information that could be relevant to the security of SWIFT customers or the SWIFT community, but with respect to which SWIFT is (by law, contract or otherwise) restricted from using or disclosing. SWIFT will not be liable for any inability to use such information for the benefit of, or to disclose such information to, its customers or community or any other person.

Information may include general guidelines, recommendations or interpretation of data. The recipient is solely and exclusively responsible for deciding any particular course of action or omission and for analyzing and/or implementing any actions or taking any decision on this basis. Nothing with respect to shared information shall be interpreted or construed as constituting any obligation, representation or warranty on the part of SWIFT. The provision by SWIFT of information cannot be considered to constitute any assumption or admission of involvement, liability or responsibility for any security incident, cyber-attack, modus operandi, or indicator of compromise described or referred to therein.

Information may not be used for any purpose other than in connection with the review, evaluation and implementation of security practices (for Third Parties, such purpose includes review, evaluation and implementation of security-related products and services; the enhancement of security knowledge and practices; and investigating and/to helping to prevent cyber crimes) and in connection with the usage of SWIFT services and products, and the recipient must protect it in accordance with the applicable Traffic Light Protocol (TLP) designation. For more information about what the TLP designation means, see below.

While information may sometimes refer to real entities or persons this should not be construed or interpreted as affirming their involvement or suggesting that such entities or persons have engaged in any criminal or improper conduct. Attackers may steal and/or use the details and credentials of legitimate entities or persons to carry out malicious activities.

3. Traffic Light Protocol; Confidentiality:

The confidentiality provisions set out in the SWIFT Customer Security Programme Terms and Conditions (in article 11; available on swift.com) are applicable to information shared over the SWIFT ISAC Portal. The Traffic Light Protocol ("TLP") is a part of such confidentiality provisions and will be applied in the context of information sharing through the Portal. In the absence of a specific TLP designation, the default TLP will be "AMBER", unless the context clearly indicates otherwise. For avoidance of doubt, the recipient of information in the TLP RED or TLP AMBER categories is not prohibited from making appropriate and proper use of general knowledge derived from such information so long as such use is reasonable and on a fully anonymized basis with regard to the source and/or disclosing party, as well as specific details, and would not violate the confidentiality provisions of the SWIFT Customer Security Programme Terms and Conditions. Regardless of any designation of TLP, SWIFT may always handle information it receives in a manner that is consistent with, and not in violation of, the SWIFT General Terms and Conditions (available on swift.com) or SWIFT Customer Security Programme Terms and

Conditions, including applicable confidentiality obligations.

4. Data Protection:

For information about SWIFT's data protection practices, please consult the SWIFT Privacy Statement (appearing on swift.com pages) and the "Personal Data Protection" provisions in article 10 of the SWIFT Customer Security Programme Terms and Conditions.

5. General:

Information (including, but not limited to, documents and reports, such as indicators of compromise, documents indicating modus operandi, documents concerning malware, etc.) may contain legends, disclaimers and similar terms (collectively, "Specific Information Terms"). Such Specific Information Terms will apply to the relevant information to the same extent as if they were specifically included in these Terms of Use with reference to such information. Specific Information Terms will be considered to complement these Terms of Use in such a manner so as to be consistent with them to the fullest extent possible. In the event of a conflict, the part of the Specific Information Terms that so conflict with these Terms of Use shall control over conflicting provisions of these Terms of Use.

SWIFT may amend, supplement or otherwise modify any provision(s) of these Terms of Use by updating them and publishing them on swift.com. Any such amendment, supplement or modification shall become effective on publication. If you visit the Portal or use information, you accept to be bound by the applicable Terms of Use.

SWIFT reserves the right to terminate the Portal and these Terms of Use at any time for any reason without prior notice. Furthermore, SWIFT may terminate the access to the Portal of any entity by giving one month's prior written notice of termination to such entity; SWIFT reserves the right to terminate such access immediately and without notice if SWIFT determines in good faith at any time that the entity in question (i) has violated any obligations under these Terms of Use or any applicable obligations under the SWIFT Customer Security Programme Terms and Conditions or (ii) constitutes a risk to the security or smooth operation of any SWIFT services or products or the security of SWIFT or any SWIFT customer or (iii) if allowed to continue such access, could result in SWIFT being in violation of any applicable law or regulation or could damage SWIFT's reputation. SWIFT may terminate any Third Party's access to the Portal at any time SWIFT believes in good faith that such access is not appropriate or is no longer in the interest of SWIFT or the SWIFT community. Any such termination shall not relieve users of the Portal or SWIFT from any of its obligations under these Terms of Use arising prior to termination or which expressly or by implication become effective or continue to be effective on or after such termination, including but not limited to Sections 2 or 3 hereof.

SWIFT does not guarantee the availability or uninterrupted use of the Portal and will not be liable for any delays or failures in performance or unavailability of the Portal or any information for any reason.

These Terms of Use shall be governed by Belgian law.