
Swift API Developer Portal Terms of Use

1 Introduction

The Swift API Developer Portal (the “**Portal**”) provides to financial institutions and corporate customers API standardization, alongside a robust and secure platform, allowing the financial community to explore, test, and build applications to consume APIs. It hosts Swift APIs and Third-Party APIs. The Portal includes a library of APIs, related documentation, API connectivity, toolbox, access to a Sandbox environment, and developer support.

All access to, use of or downloading of information, data, documents, software, technologies, toolbox, methods, concepts, information, data, specifications, APIs, and any products (or related services) made available to you via the Portal (collectively referred to as 'the **Materials**', which term includes all such items of Community API Providers) are subject to and must comply with these Terms of Use.

By accessing or using the Portal (including any of its pages) and Materials, you acknowledge that you have read, and agree to abide by, the then applicable Terms of Use and the associated Privacy Statement (collectively “Documents”). If you determine that you are unable to comply with the current or any future version of these Documents, please stop accessing and using the Portal and Materials. Swift reserves the right, at its discretion, to add, modify, or remove portions of these Documents at any time. These terms will evolve as the Portal and related services and developed applications expand, so you are encouraged to check these Documents on a regular basis and make sure that you are familiar with the most recent version. Any amendment to the Documents will be effective upon publication on the Portal.

We reserve the right to revoke your registration to the Portal and your usage of any of the Material, including usage of any Swift APIs if your access and usage are in violation of these terms.

2 Swift

This Portal is an initiative of S.W.I.F.T. SC (hereafter “**Swift**”), with registered address at avenue Adèle 1, 1310 La Hulpe, Belgium, company registration 0413 330 856 (RPM Nivelles), VAT BE 0413 330 856, telephone +32 2 655 31 11, and fax +32 2 655 32 26.

Under these terms, “We” or “us” or “Swift”

refers to Swift SC.

“You” means you individually or the institution

that you represent.

3 Copyright

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4 Trademarks

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You must at all times respect Swift’s rights to its trademarks, company names, and trade names, in accordance with the Swift Trademark Guidelines available on www.swift.com.

5 Intellectual property

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6 Registration

To access Swift APIs from your own application, the toolbox Materials, and to have the ability to create API Keys and test your applications, you will first need to register as an API Developer. After registering, you will be able to request and be granted a key to plug into your own application in order to call our APIs. You must keep your registration information accurate, complete, and current for so long as you use the Portal and Materials. You are fully responsible for all use that occurs under your registration ID, including any activities by you or

your employees, contractors or agents. If you believe an unauthorized person has gained access to your Registration ID or secure key we issue you, you must notify us as soon as possible.

7 Use of the Portal, its content and Materials

You can access the Portal and use the Materials for the purpose of:

- Understanding the business value that APIs provide and in which use cases could the APIs be applicable to.
- Learning the technical specification in order to consume the API services in the expected manner.
- Developing and testing the client applications based on the mock APIs provided in the sandbox environment.
- Posting any API related questions.

(Collectively referred to as the “**Purpose**”)

Unless otherwise indicated herein, for the Purposes mentioned here-above Swift grants you a worldwide, royalty-free, non-exclusive license to use the specifications, documentations and APIs available on the Portal, (or portions thereof) with or without modifications, or as part of a larger work.

This Portal aims to facilitate the access, development and management of APIs, standards specifications, usage guidelines and related documentation in a professional and structured environment for the financial industry in general.

This Portal and the Materials might be subject to certain export control, sanctions or other legal restrictions. By using, accessing and registering to use the Portal and any Materials contained therein, you warrant that neither you nor anyone whom you are granting access to the Portal are identified on any EU and/or US sanctions or other applicable sanctions lists, nor are citizens or resident of any country restricted under EU and/or US or other applicable sanctions programs. Compliance with the sanctions under applicable law is at the sole responsibility of the Portal users.

To avoid potential abuses of this Portal, you agree that your usage of the Portal and Materials is subject to some restrictions described under our Code of Conduct.

8 Code of conduct

You shall:

- only use the Portal to exchange content that relates to APIs, standards specifications and usage guidelines;
- only use the Materials for the authorized Purposes;
- refrain from using the Portal or Materials in any manner that is competitive, harmful or detrimental to Swift or Swift users;

- ensure that any content that you make available does not infringe the rights of Swift, another user, or any third party;
- in particular, ensure that you always have the appropriate permissions or clearances before posting any content on this Portal, and refrain from infringing any intellectual property rights, privacy and data protection laws, confidentiality commitments, trade or business secrets, banking secrecy, or other laws when using the Portal;
- refrain from making any statements on the Portal or to include or use the Materials in a manner that could be perceived as disrespectful, misrepresenting, libelous, hateful or otherwise harmful to Swift, another user, or any third party;
- refrain from using the Portal in a way that could give rise to competition law issues (such as price-fixing or market allocation agreements), and always conduct discussions with competitors in accordance with applicable antitrust regulations;
- ensure that any software, codes, specifications, documentations, databases, or any other content that you post on, or link to, the Portal are free from viruses, corrupt files, defects or any other sources of harm that can impair the operation of this Portal or any other systems;
- refrain from using the Portal for purposes of commercial advertising;
- refrain from removing any notices or mark on the Materials;
- only use dummy data when testing your application on the Portal; and
- refrain from using, disclosing any information that you would be given access to through this Portal or in connection with any Materials that are not generally known to the public (confidential information), which is confidential or proprietary to Swift. You agree to use such information only for the authorized Purpose and in accordance with these Terms of Use.

Swift reserves the sole right and discretion to determine whether your use of the Portal or any Materials complies with these Terms. You agree to indemnify Swift against any claims from other users or third parties relating to illegal content that you posted on this Portal or to any other acts that you performed in violation of these Terms of Use.

9 Open Source API Materials

To facilitate your Swift API integration, Swift may make certain SDKs (Software Development Kits), specifications and/or libraries available to you under a separate open source license. You agree that any API integration facilitated with such open source SDK(s) and/or libraries remains subject to these Terms of Use.

10 No Recommendation

Swift has endeavoured to compile information on APIs available at the Portal to assist you to explore, test, and build applications to consume APIs. You need not use any API and are always free to make your own choice regarding use of (i) a suitable *internal* independent assessment or (ii) a suitable *external* independent assessment of API. You must independently conduct your own analysis to

determine whether any API is suitable for your needs or purposes. Swift is not responsible for the accuracy or completeness of information or for maintaining up-to-date information. Swift does not certify, warrant, endorse or recommend any API. The preceding terms apply with regard to APIs and any related Materials with respect to Community API Providers. .

11 Warranty Disclaimer and Limited Liability

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This clause applies without prejudice to any other terms applicable to any specific Material published on this Portal. **The use of the Portal, the APIs or Materials (including the Sandbox) is entirely at your own risk.**

12 Term and Termination

These Terms of Use will continue to apply until terminated as described below.

Swift reserves the right to terminate these Terms of Use or discontinue providing access to this Portal, or any portion or feature, for any reason and at any time without liability or other obligation to any user. Your rights to use the Portal and any service or Material offered through the Portal terminate automatically if (a) You violate any of these Terms of Use, (b) Swift publicly notifies users of termination of the Portal on Swift.com, (c) Swift sends a written notice of termination to you, or (d) Swift disables access to the Portal in part or in whole to you.

13 Linking

The Portal may include hyperlinks to other websites or content or resources. Swift has no control over any websites or resources that are provided by companies or persons other than Swift. You understand and agree that Swift is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products, or other materials on, or available from, such websites or resources. You understand and agree that Swift is not liable for any loss or damage that you may incur as a result of the availability of those external sites or resources, or as a result of any reliance by you on the completeness, accuracy, or existence of any advertising, products, or other materials on, or available from, such websites or resources.

14 Language

All communication regarding the Portal and the Terms of Use shall be in English and in writing, whether in paper form or in electronic form. If any version in a language other than English is made available, it is by convenience only and the meaning in the English version shall prevail.

15 Severability

If any provision of these Terms of Use is determined to be invalid, illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of the Terms of Use shall otherwise remain in full force and enforceable.

16 Applicable law and Jurisdiction

This Portal and the Terms of Use are governed by Belgian law. Disputes should first be submitted to the Swift's Legal Department, which will attempt to solve them amicably. If no satisfactory solution can be reached within thirty (30) days as of the date on which they were submitted, disputes will be subject to the exclusive jurisdiction of Belgian courts or to ICC arbitration if the claim exceeds 100,000 Euros.