

SWIFTSmart Terms of Use

Welcome to the SWIFTSmart platform.

This platform aims to administrate, document, track, report and deliver electronic educational technology (also called e-learning) courses and other types of training programs all referred to in these Terms of Use as “Content”.

The following terms of use (“ToU”) govern all use of the SWIFTSmart Platform (“Platform”) and all content, services and products available at or through the Platform (“Services”). The Platform is owned and operated by SWIFT SCRL (“SWIFT”). Our Services are offered subject to your acceptance as a User/ Member without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on this Platform by SWIFT.

Please read the ToU carefully before accessing our Platform or using our Services. By accessing or using any part of the Platform, you individually (“You” or “Your”) agree to become bound by the ToU. Modifications to the ToU will be effective at the time they are published on the Platform. Your use of the Platform after publishing the modifications will be considered as your consent to these modifications. If you do not agree to all the ToU, then you may not access the Platform or use any Services.

“SWIFT User” or "Institution" means an authorised ordering institution. “User” or “Member” means an individual with a Member Profile and credentials to log onto the Services.

1. Platform Features

This platform contains learning material in the format of short modules searchable individually or embedded in a learning path (curricula). This material can be combined with other types of material (for example, text documents, presentations, videos).

The Platform aims at facilitating the access to Training Courses on SWIFT related topics in a professional and respectful way. It also aims to provide interactivity between users that allows for the exchange of ideas and experiences with the Platform. This interactivity comes in the form of use of social media features.

To safeguard this objective, You must agree to respect the Code of Conduct (as in section 3 of these ToU) when using the Platform.

2. Your SWIFTSmart Account

2.1 To access the Platform You must log in to Your Swift.com account using your Swift.com Username and Password. The information on Your Swift.com account will be automatically

transferred into the Platform for the creation of Your Member Profile. It is possible that the Platform requests additional information for Your profile; this information is entirely optional.

SWIFT may use the information related to a Member Profile in order (i) to better understand the Member's use of the Service and (ii) to support and ameliorate the related Services and transactions provided via/ on the Platform.

Each Member will automatically be placed on a list to receive the SWIFT Training e-mail newsletter and other Training-related emails (containing important functionality changes and offerings of new Services related to the Platform). If You wish to stop receiving emails, You may opt-out at any time by sending Your request (with a proof of identity) to the SWIFT Services email address at Services@swift.com.

2.2 You are personally responsible for maintaining the security of your Account (including the confidentiality of Your username and password) and fully responsible for all activities that occur under the Account and any other actions taken in connection with the Account. You must immediately notify SWIFT of any unauthorized uses of your Account or any other breaches of security known or suspected by You. SWIFT will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

2.3 You acknowledge that Your Member Account is personal and that You may not sub-license, transfer, sell, or assign Your Member Profile at any time.

2.4 You acknowledge that after a period of inactivity of three (3) months, SWIFT has the right to deactivate your account. In the event SWIFT deactivates your account, you may reactivate your account within a period of three (3) years after deactivation by SWIFT.

3. Code of Conduct

SWIFT values and encourages freedom of expression. To maintain a right balance between such freedom of expression, and potential abuses of the Platform, You agree to the following Code of Conduct Principles, including but not limited to:

- use of the Platform for the sole purpose of viewing and using the available Content for e-learning purposes;
- always respect SWIFT's name, reputation, goodwill and other business assets when using the Platform;
- in particular, respect of the [SWIFT Trademark Guidelines](#) when referring to SWIFT or its products and services;
- ensure that any content that You make available in the social media features 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 the Platform, 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 Platform;

- refrain from making any statements that would be insulting, threatening, libellous, obscene, offensive to religious, political or ethical beliefs, based on gender orientation, discriminating or racially motivated, or otherwise infringing any applicable legislation or third party rights;
- refrain from making any statements that would be false, defamatory, disrespectful, misrepresenting, or otherwise harmful to SWIFT, another User, or any third party;
- report to SWIFT any false, defamatory, disrespectful, misrepresenting or otherwise harmful material for which You become aware;
- refrain from discussing topics with competitors 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 anything You post on the Platform are free from viruses, corrupt files, defects or any other sources of harm that can impair the operation of this Platform or any other systems. To protect its infrastructure, SWIFT might block some content and prevent the access by other users;
- not post content related to nudity, pornographic or adult material, sexually explicit images or descriptions involving sexual behaviour, or other content deemed offensive according to community and legal standards;
- refrain from using the Platform to participate in or send contests, pyramid systems, chain letters;
- refrain from using the Platform for purposes of commercial advertising;
- refrain from sending or posting unsolicited e-mails or internal messages (spam) to other Users;
- refrain from using a User name or e-mail address of another person with the intent to impersonate that person;
- refrain from any act that may interfere with the operation of the Platform

You agree to indemnify SWIFT against any claims against SWIFT from other Users or third parties relating to, and resulting from, the posting of illegal content by You on this Platform or to any other violations of the ToU by You.

4. Consent to Publish Content

You agree that the content that You post when using the Platform will be made available to other Users that are registered for a particular Training Course.

You should always refrain from posting any commercially sensitive, private or confidential information on social media features. When in doubt, SWIFT recommends You consult your legal advisor prior to disclosure.

5. Role of SWIFT

Although SWIFT will first endeavour to involve You in case of violation of the ToU, You agree that SWIFT may at any time and at its own discretion, intervene in the Platform interactions between Users should they violate the Terms of Use.

SWIFT does not proactively monitor (neither before nor after publication of content) to determine whether the content posted by Users complies with the ToU.

Although SWIFT as moderator may occasionally verify compliance with the ToU, You agree that SWIFT does not have a general obligation to monitor content posted on this Platform, nor to actively seek facts or circumstances indicating illegal activity or content.

SWIFT will always try to handle cases of alleged illegal content or violations of the ToU in a fair and balanced way. You may report violations of the Terms of Use by e-mail to Services@swift.com.

When SWIFT notices or is informed about alleged illegal content or other violations of the ToU, SWIFT reserves the right to immediately remove, or disable access to, such content (take down).

SWIFT will endeavour to inform the Users concerned of such removals. Nothing herein can force SWIFT to take down alleged illegal content from this Platform, nor prevent SWIFT from taking down such content.

SWIFT advises You that it is required by law (Belgian Code of Economic Law) to immediately inform the competent Belgian prosecutor when it has actual knowledge of illegal activity or information related to this Platform.

When SWIFT is informed that a User has left its company, SWIFT will completely de-activate such User's Account.

6. Data Protection

When registering to the Platform, the information on Your Swift.com account (such as Your name, email, Company name) will be automatically transferred into the Platform for the creation of Your Member Profile. This data is solely used by SWIFT to manage access to the Platform, check sanctioned institutions, report on user behaviours and usage and allow socialization on the platform as per available platform features (such as Your People Quotient, Your contribution to groups, etc.). It is possible that the Platform requests as well, additional information from You in order to enrich Your Member Profile (such as your photo or business card title); this information is entirely optional and is not required in order to be able to access the Platform.

SWIFT collects and processes such personal data for the purposes of operating and offering this Platform and its related Services. For these purposes, SWIFT will create for each Member a Member Profile to allow SWIFT to provide all available platform features allowing socialization and exchange of notifications on the Platform. All other Users of the Platform will have access to data posted on Your Member Profile.

We will also collect data about Your usage of the Platform, such as the courses You attended (course title, category), as well as the enrolment and completion statistics. In addition, we will collect data related to Your certifications, such as Your name, Your registered email address, the certification name, the start and end time of the exam, the timestamp and individual result of each question, Your final score, the certification status (e.g. enrolled, passed, failed), or the category breakdown (e.g. how much You scored in each section of the exam).

SWIFT will use these data in order to issue and administer certifications, produce your personal course and curricula transcripts and generate “adoption” (i.e. how many people are using the Platform) or “usage” (i.e. how people are using the Platform, including information specific to Your usage of the Platform) reports. SWIFT only shares Your personal data with the Institution Your SWIFT.com profile is related to or to another Institution of the same group of companies. These data recipients will use the reports for their own purposes, including to evaluate the use of the Platform. Please consult the privacy notice of the relevant data recipient for more information. Aggregated anonymous statistical data about certifications can also be used by SWIFT for marketing and product management purposes.

SWIFT may link Your Member Profile with data about Your usage of the Platform in order (i) to better understand the Member's use of the Service and (ii) to support and ameliorate the related Services and transactions provided via/ on the Platform. This information will be collected by SWIFT by means of cookies.

Cookies are bits of electronic information that a website can transfer to a User's hard drive to help tailor and keep records of its visit to the site. Cookies allow website operators to better customize site visits to the visitor's individual preferences. The use of cookies is standard on the Internet and most major websites use them. Although most web browsers automatically accept cookies, a browser can usually be changed to prevent or provide notification whenever a cookie is sent. This gives the visitor the opportunity to decide whether or not to accept it. The Service will attempt to install a cookie to a User's browser that will enable it to recognize the User whenever the User returns to the Platform. This action expedites a User's access to various benefits and materials on the Platform. If a Member chooses not to allow the Service's cookie to be installed to the Member's browser, please be aware that the Member may have difficulty accessing some content.

If you provide the personal data of another user or link a user to your profile (e.g. your manager), you shall ensure that you have obtained his or her prior consent.

SWIFT may use personal data collected with this Platform for purposes of sending you newsletters or other Training-related emails in order to invite You to participate in new Services offered on this Platform and in satisfaction or customer surveys, in accordance with your preferences.

You will in this regard need to provide your consent (in your account preferences) in order to be placed on a list to receive the Training e-mail newsletter or other Training-related emails (containing important functionality changes and offerings of new Services related to the Platform). SWIFT will not allow third parties to use Your personal data for their own direct marketing purposes. You can remove your consent at any time by adapting your parameters in your account preferences.

In any case, You can object to the use of your data for marketing purposes at any time.

You also have the right to access and, where appropriate correct or update the personal data pertaining to You, object to or restrict the processing of your personal data where appropriate, withdraw any consent provided, and delete your personal data. With regard to Your data which are automatically uploaded from Your swift.com Account, you will need to contact Support at support@swift.com for this. Otherwise, You may exercise these rights by sending your request (with a proof of your identity) to the SWIFT Privacy Officer at privacy.officer@swift.com. Note that You can adapt or delete also yourself all optional information which you provided to us through the Platform.

Your personal data and your history will be kept for 5 years after your account was deactivated (see above).

Your use of the Platform may involve the disclosure of Your personal data to other Platform Users and Institutions as described above. These data recipients may be located outside of the European Economic Area, in jurisdictions that may not provide the same level of data protection as the jurisdiction in which You are located. By agreeing to these Terms, You agree to such transfers of Your personal data.

For more information, please consult the [SWIFT Privacy Statement](#) on swift.com.

The entity responsible for the personal data processing described above is S.W.I.F.T SCRL, Avenue Adèle, 1, 1310 La Hulpe, Belgium.

If you have any other questions or complaints regarding the processing of your personal data, you can also contact the SWIFT's Privacy Officer or lodge a complaint with the supervisory data protection authority. As SWIFT is established in Belgium, it is subject to the Belgian data protection authority:

Commission for the Protection of Privacy

Rue de la Presse 35, 1000 Brussels

Phone: +32 (0)2 274 48 00

Fax: +32 (0)2 274 48 35

E-mail: commission@privacycommission.be

Website: www.privacycommission.be

7. Copyright

7.1 On the Platform

The copyright on this Platform and all the Content contained in the Training Courses is owned by, and belongs to SWIFT. You are not authorised to reproduce, modify or make publicly available any part of this Platform or its Content without SWIFT's permission.

7.2 On User-Generated Content

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You are responsible for the content that You post on this Platform. You agree that this content can be used by SWIFT for its own purposes, such as to improve the Training Courses, Services and Content or as evidence to track a Platform issue. You therefore agree to license such intellectual property rights on such content to SWIFT on a perpetual, global, non-exclusive and free of charge basis.

8. Sanctions & Export Control

The content of this Platform including the Training Courses available on it may be subject to Sanctions, Export Control and other legal restrictions. By registering to this Platform and creating a Member Profile You warrant that You are not identified on any EU and/or US sanctions lists, nor are a citizen of any country restricted under EU and/or US sanctions programs.

9. Liability

Notwithstanding SWIFT's role as moderator, due to the collaborative nature of this Platform and because SWIFT does not routinely proactively monitor the content posted by the Members on this Platform, SWIFT expressly disclaims any liability concerning this Platform and Your use of this Platform, including Your interactions with other Users.

Although SWIFT uses reasonable efforts to ensure the quality of this Platform, SWIFT makes no representation as to the appropriateness, reliability, suitability, fitness for purpose, usefulness, availability or accuracy of the Platform and its Content. All Content and Services are provided "as is" without any warranties or guarantees.

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

10. Linking

This Platform may contain links to other websites, which are not controlled or maintained by SWIFT. Please note that SWIFT is not responsible for their content or their data protection practices. SWIFT provides those links for your convenience only, and the inclusion of such links does not imply any SWIFT endorsement of these sites.

11. Changes

These ToU may change from time to time and without advanced notice. It is therefore important that You consult and verify the ToU regularly to remain updated as to any changes. SWIFT will make all changes to the ToU available through a link on this Platform.

In case a provision of the ToU becomes invalid or unenforceable, this will not affect the validity and enforceability of the remaining provisions.

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

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

12. Applicable Law and Jurisdiction

By using this Platform, You agree to abide by these ToU.

This Platform is governed by Belgian law. Disputes should first be submitted to SWIFT's Legal Department, which will attempt to solve them amicably. If no satisfactory solution is reached, disputes must be submitted to Brussels courts.