



# SWIFT China Services Terms and Conditions

## SWIFT 中国服务条款条件

S.W.I.F.T. (China) Limited shall herein be referred to as “SWIFT China”

环球融讯网络技术服务（中国）有限公司简称为“SWIFT 中国”

### Preface

#### 前言

A. These SWIFT China Services Terms and Conditions, as amended from time to time by SWIFT China, apply whenever they are expressly referred to in the order form, service proposal or contract concluded by the Parties for the provision and the use of professional services, including business, advisory, technical, operational, or learning services; and any related deliverables, as applicable (hereinafter jointly referred to as the “**SWIFT China Professional Services**”).

A. 本 SWIFT 中国服务条款条件及 SWIFT 中国不时修订的版本若在双方就专业服务（包括业务、咨询、技术、操作或学习服务以及任何相关交付成果，以下统称“**SWIFT 中国专业服务**”）的提供和使用而达成的订单、服务建议书或合同中明确提及，则该等条款条件适用。

B. This version of the SWIFT China Services Terms and Conditions will become effective on 1 October 2019.

B. 本版本的 SWIFT 中国服务条款条件将于 2019 年 10 月 1 日起生效。

C. In the context of SWIFT China documentation, certain terms have a specific meaning. These terms are called SWIFT-defined terms. The definitions of SWIFT-defined terms appear in the SWIFT Glossary (such that a reference to SWIFT therein shall be taken to mean a reference to SWIFT China) and apply to the extent not expressly defined otherwise in the Agreement.

C. 在 SWIFT 中国的文件中，某些术语具有特定的含义。该等术语称为 SWIFT 所定义术语。SWIFT 所定义术语的定义详见 SWIFT 术语表（其中

提及 SWIFT 视为指代 SWIFT 中国），若协议中未明确另行作出定义，则该等定义适用。

D. Unless otherwise agreed between the parties, these SWIFT China Services Terms and Conditions, together with the order form or contract concluded by the Parties, any referenced SWIFT China Contractual Documentation, service proposal and/or service description, and the related SWIFT China quotation constitute the entire agreement governing the provision and the use of SWIFT China Professional Services (hereinafter jointly referred to as the “**Agreement**”).

D. 除非双方另有约定，本 SWIFT 中国服务条款条件，连同双方达成的订单或合同，任何提及的 SWIFT 中国合同文件，服务建议书和/或服务描述单和相关的 SWIFT 中国报价单构成了有关 SWIFT 中国专业服务提供和使用的完整协议（以下统称“**协议**”）。

E. The following order of precedence applies, within the Agreement, as applicable:

E. 在协议范畴内，以下优先顺序适用：

a) Order form or contract concluded by the Parties;

a) 双方签订的订单或合同；

b) SWIFT China Services Terms and Conditions;

b) SWIFT 中国服务条款条件；

c) SWIFT or SWIFT China policies;

c) SWIFT 或 SWIFT 中国政策；

d) SWIFT China quotation;

d) SWIFT 中国报价单；

e) Service proposal and/or service description;

e) 服务建议书和/或服务描述单；

f) Any other documentation included by reference in the above-mentioned documents.

f) 以引用方式并入上述文件的任何其他文件。

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

若任何文件明确规定另一文件对其进行了修改或补充，则以另一文件为准。

F. “SWIFT China” refers to the S.W.I.F.T. (China) Limited and is a subsidiary of S.W.I.F.T. scl. “SWIFT” is a tradename of S.W.I.F.T. scl. “Customer” refers to the company subscribing to the SWIFT China Professional Services as indicated in the service proposal or contract concluded between the Parties.

F. “SWIFT 中国”系指环球融讯网络技术服务（中国）有限公司，是 S.W.I.F.T. scl. 的一家子公司。“SWIFT”是 S.W.I.F.T. scl. 的商标名。“客户”系指订购了双方所签订服务建议书或合同中所述 SWIFT 中国专业服务的公司。

SWIFT China and the Customer are hereinafter jointly referred to as the “Parties” and individually as a “Party”.

SWIFT 中国和客户在下文合称“双方”，单称为“一方”。

### 1 Scope of SWIFT China Professional Services

#### 1 SWIFT 中国专业服务范围

1.1 The scope of the ordered SWIFT China Professional Services is defined and agreed in writing between the Parties, typically in the applicable service proposal and/or service



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description, referenced in the order form or contract concluded by the Parties.

1.1 所订购的 SWIFT 中国专业服务的范围由双方以书面形式（通常为双方所达成订单或合同中所提及的适用服务建议书和/或服务描述单）确定和约定。

1.2 Either Party may at any time upon written notice require changes to the scope of the engagement to the extent that it remains within the general scope of the ordered services (“Change Request”). Such Change Request must contain a reference to the relevant Agreement and must set out the exact changes that the requesting Party wants to make. If the other Party agrees with the requested changes (including any associated adjustment to the price and/or delivery schedule, as applicable), SWIFT China will document such adjustment in writing within a reasonable time. SWIFT China may refuse (but not unreasonably) a Customer’s Change Request or make it subject to reasonable conditions. If the Customer does not agree with a Change Request issued by SWIFT China and SWIFT China concludes that it is not possible to continue providing the ordered SWIFT China Professional Services in a professional and reasonable manner without this change, SWIFT China reserves the right to terminate the SWIFT China Professional Services immediately upon written notice.

1.2 各方均可在收到书面通知后，随时要求在订购服务的整体范围内变更业务范围（以下简称“变更请求”）。该等变更请求必须提及相关协议，并且必须列出请求方希望进行的确切变更。若另一方同意所请求的变更（视情况而定，可包括对价格和/或交货时间表的任

何相关调整），SWIFT 中国将在合理时间内以书面形式记录该等调整。SWIFT 中国可拒绝（但并非不合理拒绝）客户的变更请求，或要求其符合合理条件。若客户不同意 SWIFT 中国所发出的变更请求，并且 SWIFT 中国认定，若未进行该等变更，其不可能继续以专业、合理的方式提供客户所订购的 SWIFT 中国专业服务，SWIFT 中国有权在发送书面通知后立即终止 SWIFT 中国专业服务。

1.3 The Customer agrees that SWIFT China may subcontract such portion of the SWIFT China Professional Services as it may deem appropriate to one or more other service providers it determines to be suitable, with SWIFT China remaining responsible for all aspects of the execution of the SWIFT China Professional Services as specified in the Agreement.

1.3 客户同意 SWIFT 中国可按照其认为合适的方式分包部分 SWIFT 中国专业服务给其认为适当的一个或多个其他服务提供商，但 SWIFT 中国依然应对协议规定的 SWIFT 中国专业服务的所有执行方面负责。

## Charges and Fees

### 2 收费与费用

2.1 In consideration of the SWIFT China Professional Services, the Customer shall pay to SWIFT China the service fee specified in Agreement (the “Fees”).

2.1 作为 SWIFT 中国专业服务的报酬，客户应向 SWIFT 中国支付协议中规定的服务费（以下简称“费用”）。

2.2 Unless otherwise provided in the Agreement, terms of invoicing and payments are further detailed under the SWIFT China Ordering,

Invoicing, and Payment policy available on swift.com or from your sales representative.

2.2 除非协议中另有规定，否则发票开具和付款条款将在《SWIFT 中国订购、发票开具和支付政策》进一步详细说明，该等政策可从 swift.com 或销售代表处获得。

2.3 Unless specific terms to the contrary have been expressly agreed elsewhere in the Agreement, the Customer will reimburse SWIFT China for all actual expenses incurred in connection with the SWIFT China Professional Services, including travel, lodging and meals in accordance with the SWIFT [Travel and Expense policy](#).

2.3 除非协议其他条款另有明确相反约定，否则客户将按照《SWIFT 差旅及费用政策》，向 SWIFT 中国偿付与 SWIFT 中国专业服务相关的所有实际费用，包括差旅、住宿和餐饮费用。

## 3 Timing

### 3 时间

3.1 Any estimated timeline specified in the Agreement is conditioned upon the Customer timely giving SWIFT China access to all locations and systems at all relevant times and providing SWIFT China with all information (such information to be accurate and complete) and cooperation necessary for the execution of the SWIFT China Professional Services. While SWIFT China will use all reasonable efforts to meet the final completion date in accordance with the estimated schedule, it will not be liable or responsible for failure to do so.

3.1 协议规定的预计时间是以客户及时向 SWIFT 中国授予在所有相关时间访问所有位置和系统的权限并向 SWIFT



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中国提供进行 SWIFT 中国专业服务所需的所有信息（信息应准确完整）和作为条件的。SWIFT 中国将尽一切合理努力，按照预计进度满足最终完成日期要求；如未能如期完工，SWIFT 中国不承担任何责任。

3.2 If the Customer does not cooperate with SWIFT China for the execution of the SWIFT China Professional Services as per the Agreement, forcing SWIFT China to put the provision of the SWIFT China Professional Services on-hold for more than ten (10) business days, the Parties agree that this shall constitute a postponement or cancellation of the ordered SWIFT China Professional Services by the Customer. As a result, Section 4 of these SWIFT China Services Terms and Conditions will apply.

3.2 若客户不配合 SWIFT 中国根据协议规定进行 SWIFT 中国专业服务，迫使 SWIFT 中国暂停提供 SWIFT 中国专业服务超过十（10）个工作日，双方同意，这将构成对客户所订购 SWIFT 中国专业服务的延迟或取消。因此，本 SWIFT 中国服务条款条件第 4 条将适用。

3.3 Unless specific terms to the contrary have been expressly agreed in the Agreement, a standard working day of a consultant delivering the SWIFT China Professional Services consists of 7.5 hours, performed within 09:00 – 18:00 (based on the time zone of the consultant location).

3.3 除非协议中另行约定了特别条款，否则负责提供 SWIFT 中国专业服务的顾问的标准工作日为 7.5 小时，工作时间为 09:00-18:00（以顾问所在地时区为准）。

#### 4 Postponement and Cancellation

#### 4 延期、取消

4.1 If the Customer postpones or cancels the delivery of the ordered SWIFT China Professional Services at any time either before or after the start of the engagement, a redeployment fee will be charged to it.

4.1 若客户在聘约开始之前或之后的任何时间延迟或取消已订购 SWIFT 中国专业服务的交付，SWIFT 中国将向其收取重新部署费。

This fee will be a lump sum calculated, as follows:

此费用将按以下方式一次性计算：

a) For postponement of the execution of the ordered services, this fee will be equal to 50% of twenty (20) business days of the number of consultants planned to be assigned on the engagement at the then current standard SWIFT China daily rate;

a) 若延迟执行所订购服务，该费用将等于按照当时标准的 SWIFT 中国每日费率计算的、计划分配执行聘约的顾问人数二十（20）个工作日费用的 50%；

b) For cancellation of the execution of the ordered services, this fee will be equal to 80% of twenty (20) business days of the number of consultants planned to be assigned on the engagement at the then current standard SWIFT China daily rate;

b) 若取消执行所订购服务，该费用将等于按照当时标准的 SWIFT 中国每日费率计算的、计划分配执行聘约的顾问人数二十（20）个工作日费用的 80%；

c) For engagement of less than twenty (20) business days, the redeployment fee for postponement or

cancellation will be equal respectively to 50% or 80% of the total estimated fees;

c) 对于少于二十（20）个工作日的聘约，延期或取消的重新部署费将分别等于预计费用总额的 50% 或 80%；

d) If the project is postponed to an unspecified date, the fees for cancellation will apply;

d) 若项目延期至未确定之日，则取消费用适用；

e) If the then standard SWIFT China daily rate is not mentioned in the agreement, a daily rate of EUR 1,600 will be considered.

e) 若协议中未提及当时标准的 SWIFT 中国每日费率，则考虑采用每日 1600 欧元的费率。

4.2 In addition to the above fees, the Customer shall pay SWIFT China for any SWIFT China Professional Services (including project management efforts) effectively executed before the postponement or cancellation of the project. Further, all charges related to travel and expenses, already incurred by SWIFT China or relating to commitments that can no longer be cancelled without charge (e.g. fees and penalties applied by travel agencies, carriers and hotels) will be recharged to the Customer at cost. SWIFT China will undertake all actions to keep those charges to the minimum.

4.2 除上述费用外，客户应向 SWIFT 中国支付在项目延期或取消前有效进行的任何 SWIFT 中国专业服务（包括项目管理工作）的费用。此外，SWIFT 中国已发生的所有差旅费用及其他支出或已不能免费取消的承诺支出款（如旅行社、承运商和酒店所收取的费用和违约金）将按成本价



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重新向客户收取。SWIFT 中国将采取一切措施将该等收费降至最低。

4.3 No postponement or cancellation of the delivery of the SWIFT China Professional Services will release the Customer from its obligations as set out in the Agreement, in particular Sections 6 and 7 of these SWIFT China Services Terms and Conditions.

4.3 SWIFT 中国专业服务交付的任何延迟或取消均不会使客户免于履行在协议中所述的义务，特别是 SWIFT 中国服务条款条件的第 6 条和第 7 条规定。

### 5 SWIFT China Roles and Responsibilities

#### 5 SWIFT 中国的角色和职责

5.1 SWIFT China provides the SWIFT China Professional Services using care and skills consistent with good industry practices and professional standards.

5.1 SWIFT 中国应以符合良好行业惯例和专业标准的谨慎和技能水平，提供 SWIFT 中国专业服务。

5.2 SWIFT China provides the SWIFT China Professional Services using competent personnel with appropriate expertise. If, for any reason, any designated SWIFT China consultant or instructor(s) for the provision of SWIFT China Professional Services is/are incapacitated or otherwise unavailable, SWIFT China will use all reasonable efforts to find a suitable replacement. If this proves impractical, SWIFT China will immediately inform the Customer, both orally and in writing, and will use all reasonable efforts to arrange an acceptable alternative solution or service schedule with the Customer.

5.2 SWIFT 中国应使用具备相应专业知识的合格人员提供 SWIFT 中国专业服务。若因任何原因，SWIFT 中国指定的提供 SWIFT 中国专业服务的顾问或指导人员失去履约能力或无法聘得，SWIFT 中国将尽一切合理努力寻找合适的替代人选。若此方式证明不可行，SWIFT 中国将立即以口头和书面形式通知客户，并将尽一切合理努力与客户约定一个可接受的替代解决方案或服务时间表。

5.3 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 is not aware of any bona fide claim that the possession or the use of the SWIFT China Professional Services by the Customer, as permitted by the Agreement and the SWIFT China Contractual Documentation, infringes the intellectual property rights of any third party.

5.3 除非 SWIFT 中国另行通知客户（前提是 SWIFT 中国获批尽商业合理努力进行该等行为），SWIFT 中国并不知道客户根据协议和 SWIFT 中国合同文件的规定而占有或使用 SWIFT 中国专业服务导致的侵犯任何第三方的知识产权的善意索赔。

5.4 SWIFT China's roles and responsibilities under this Section 5 are subject to the terms of Section 7.

5.4 SWIFT 中国在本第 5 条项下的角色和职责受第 7 条款的约束。

### 6 Customer Roles and Responsibilities

#### 6 客户角色和职责

6.1 Insofar as the performance of the SWIFT China

Professional Services requires, the Customer will give SWIFT China and its representatives and subcontractors all necessary information, tools and assistance.

6.1 若为进行 SWIFT 中国专业服务所需，客户将向 SWIFT 中国及其代表和分包商提供所有必要的信息、工具和协助。

6.2 Other than as set out in the Agreement, SWIFT China will not audit or otherwise test or verify any information provided to it in connection with the ordered SWIFT China Professional Services. The Customer agrees that SWIFT China shall be entitled to rely on all such information and on the Customer's assistance in connection with the ordered SWIFT China Professional Services. In particular, the Customer understands that it is responsible to adequately test SWIFT China Professional Services and to promptly report any issue before deciding to go-live.

6.2 除协议中另有规定外，SWIFT 中国不会审计或以其他方式测试或验证任何提供给其的与所订购 SWIFT 中国专业服务相关的信息。客户同意，SWIFT 中国有权基于所有该等信息以及客户的协助完成所订购的 SWIFT 中国专业服务。特别地，客户理解，其应负责充分测试 SWIFT 中国专业服务，并在决定上线前及时报告任何问题。

6.3 The Customer must comply with all technical, operational, security, availability, legal and regulatory obligations (including health and safety) and with good industry practice and other mandatory instructions applicable to it in connection with the provision or use of the SWIFT China Professional Services, as set out in the



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Agreement or as notified by SWIFT China to the Customer.

6.3 客户必须遵循所有技术、操作、安全、可用性、法律和监管义务（包括健康和安​​全）以及协议所规定的或者 SWIFT 中国向客户所告知的有关 SWIFT 中国专业服务提供或使用的良好行业惯例和其他强制性指示。

6.4 The Customer must comply with the required pre-requisites and mandatory security requirements described in the Agreement, such as in the SWIFT Customer Security Controls Policy and SWIFT Customer Security Controls Framework. Failure to do so upon SWIFT China notification might impact the execution of the SWIFT China Professional Services. In that case SWIFT China shall have the right to amend, through Change Request, the scope of the SWIFT China Professional Services and/or to suspend or terminate the provision and the use of the ordered SWIFT China Professional Services. In this last case, article 3.2 of these SWIFT China Services Terms and Conditions will apply. The Customer is solely responsible for any consequences, including financial consequences, arising out of its non-compliance with the required pre-requisites and mandatory security requirements, even if SWIFT China has verified its compliance with the pre-requisites and identified or could have identified any inaccuracy or incompleteness in its compliance.

6.4 客户必须遵守协议中所述的必要前提和强制性安全要求，如《SWIFT 客户安全控制政策》和《SWIFT 客户安全控制框架》。如未能在 SWIFT 中国通知后遵循该等要求，可能影响 SWIFT 中国专业服务的进行。在此情况

下，SWIFT 中国有权通过变更请求修改 SWIFT 中国专业服务的范围，并/或暂停或终止所订购 SWIFT 中国专业服务的提供和使用。在最后一种情况下，SWIFT 中国服务条款条件第 3.2 条规定适用。即使 SWIFT 中国已证实其符合前提条件并且发现或本可发现该行为的合规性存在任何不准确或不完整之处，客户也应单独对因未遵循必要前提条件和强制性安全要求而导致的任何后果（包括财务后果）负责。

6.5 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 China- or SWIFT-related infrastructure, and on that segment of its connectivity for which SWIFT or SWIFT China is not responsible under the SWIFT and SWIFT China Contractual Documentation, including any segment of its connectivity through a service provider such as a service bureau, group hub or L2BA application provider. The Customer is also responsible for any security vulnerabilities in its back-offices and local environment, even if SWIFT China identified or could have identified any such security vulnerabilities. The Customer acknowledges and agrees that none of the SWIFT or SWIFT China security-related initiatives constitutes any representation, warranty or guarantee on the part of SWIFT or SWIFT China against the occurrence or prevention of compromises, (cyber-) security incidents or other similar events. Furthermore, nothing in SWIFT or SWIFT China security initiatives shall be construed or interpreted as SWIFT or SWIFT China taking or accepting any responsibility or liability for the

Customer's roles and responsibilities as set out in this article or elsewhere in the Agreement.

6.5 客户负责并应一直负责维护 SWIFT 中国或者 SWIFT 相关基础设施的交通、信息和构架数据，以及 SWIFT 或 SWIFT 中国根据 SWIFT 和 SWIFT 中国合同文件并不须负责的连通性部分（包括通过服务局、工作组集线器或 L2BA 应用服务提供商等服务提供商实现的连通性部分）的交通、信息和构架数据的保密性、完整性、可得性和安全性。客户还要对其后台和本地环境中的任何安全漏洞负责，即使 SWIFT 中国发现了或本可发现任何该等安全漏洞，亦是如此。客户承认并同意，SWIFT 或 SWIFT 中国的任何与安全相关倡议均不构成 SWIFT 或 SWIFT 中国方面针对危害、（网络）安全事件或其他类似事件的发生或预防所作的任何陈述、保证或担保。此外，SWIFT 或 SWIFT 中国安全倡议中的任何内容均不应被解释为 SWIFT 或 SWIFT 中国就本条或协议其他部分中规定的客户角色和责任承担或接受任何责任或义务。

6.6 The Customer is responsible to supervise at all times the execution of the SWIFT China Professional Services that takes place on-site at its premises. The Customer will provide SWIFT China with the contact details of one or more contact person(s) who must be available at all times during the execution of the SWIFT China Professional Services.

6.6 客户有责任随时监督在其经营场所现场进行的 SWIFT 中国专业服务。客户将向 SWIFT 中国提供一个或多个在进行 SWIFT 中国专业服务过程中随时能够联系到的联系人的联系方式。



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### 7 Liabilities and Warranties

#### 7 责任与保证

7.1 The SWIFT China Professional Services will not be regarded as a substitute for the Customer's or any third party's compliance with good industry practice or any obligations or duties, legal or otherwise, applicable to the Customer or any third party. SWIFT China shall not be responsible for the conformity of any SWIFT China Professional Services with industry best practices or any law, rule or regulation that may be binding upon the Customer or any third party.

7.1 SWIFT 中国专业服务不被视为客户或任何第三方遵守对其适用的良好行业惯例或任何法律或其他义务或职责的替代方式。SWIFT 中国不负责使任何 SWIFT 中国专业服务符合对客户或任何第三方具有约束力的行业最佳惯例或任何法律、规则或法规的规定。

7.2 When using the SWIFT China Professional Services, the Customer must always exercise due diligence and reasonable judgment. The SWIFT China Professional Services may include guidelines or recommendations or interpretation of data. The Customer is solely and exclusively responsible for deciding any particular course of action or omission and for implementing any actions or taking any business decisions on this basis. SWIFT China disclaims all liability with regard to such actions or decisions and their consequences.

7.2 客户在使用 SWIFT 中国专业服务时，必须始终尽职尽责并做出合理判断。SWIFT 中国专业服务可能包括数据指南、建议或解释。客户全权负责决定任何特定的作为或不作为，并在此基础上执行任何作

为或作出任何业务决策。SWIFT 中国不对该等作为或决定及其后果承担任何责任。

**7.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THESE SWIFT CHINA SERVICES TERMS AND CONDITIONS, SUCH AS UNDER THE SECTION ON SWIFT CHINA ROLES AND RESPONSIBILITY, SWIFT CHINA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, AS TO THE CONDITION, QUALITY, PERFORMANCE, SECURITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY SWIFT CHINA PROFESSIONAL SERVICES.**

7.3 在适用法律所允许的最大程度内，除非SWIFT中国服务条款条件中另有明确规定，如本条项下有关SWIFT中国角色和责任的规定，SWIFT 中国否认对任何 SWIFT 中国专业服务作出任何声明与保证，包括但不限于有关条件、质量、性能、安全、不侵权、适销性或特定目的的适用性的保证。

7.4 In any event, SWIFT China's liability (whether in contract, tort or otherwise) in connection with the SWIFT China Professional Services will be limited to the total amount of the fees that is charged to the Customer by SWIFT China or, if no fees have been charged, the price that had been estimated without taking into account any discount or waiver. When the total amount of the Fees include an annual fee component, SWIFT China's liability is

limited to the latest annual fee charged to the Customer by SWIFT China for the SWIFT China Professional Services or, if no fees have been charged for the latest annual period, that would have been charged without taking into account any discount or waiver.

7.4 在任何情况下，SWIFT 中国与 SWIFT 中国专业服务相关的责任（无论是合同责任、侵权责任或其他责任）总额以 SWIFT 中国向客户收取的费用或者在不考虑任何折扣或豁免的前提下预估的价格（若未向客户收取费用）为限。若费用总额中包括年度费用，SWIFT China 所承担责任以 SWIFT 中国就 SWIFT 中国专业服务而向客户收取的最新年度费用，或者在不考虑任何折扣或豁免的前提下收取的费用（若未就最新年度收取任何费用）为限。

7.5 SWIFT China excludes any liability for any claim for (i) loss or damage the occurrence or extent of which is unforeseeable, (ii) loss of business or profit, revenue, data, anticipated savings, loss of use, loss of goodwill, or other similar pecuniary loss howsoever arising (whether direct or indirect), (iii) any indirect, special or consequential loss or damage of any kind, even if SWIFT China has been advised of their possibility, (iv) any (financial) sanctions, fines and penalties of any kind imposed by any competent authority.

7.5 SWIFT 中国不对因下述原因导致的任何索赔承担责任：(i) 无法预见其发生或其程度的损失或损害，(ii) 业务或利润、收入、数据、预期储蓄额损失、使用损失、商誉损失，或其他无论以何种方式产生的类似的经济损失（无论直接或间接损失），(iii) 任何间接的、特殊的或后果性



# SWIFT China Services Terms and Conditions

## SWIFT 中国服务条款条件

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损失或损害（即使 SWIFT 中国已经事先知晓产生该等损失或损害的可能性），（iv）任何主管机关处以的各种（财务）制裁、罚款、违约金。

7.6 The limitations and exclusions of SWIFT China’s liability under the Agreement do not apply (i) in case of fraud or wilful misconduct by SWIFT China, (ii) in case of liability for death or personal injury, (iii) or to the extent not permitted by applicable law.

7.6 协议项下 SWIFT 中国责任的限制和排除规定在下述情况下不适用：（i）SWIFT 中国存在欺诈或故意不当行为，（ii）存在死亡或人身伤害责任，（iii）或超出了所适用的法律允许的范围。

7.7 The below general principles governing the liability of each Party:

7.7 关于各方责任的一般原则如下：

- 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) 对于同一种损失（包括保险责任范围内的损失），任何一方不得追偿超过一次。
- c) No undue enrichment will ever accrue to any party.
- c) 任何一方均不得追求不当利益。
- 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 Agreement), or of a third party for which it is not responsible.

- d) 对于因协议一方或第三方的任何作为、过错或不作为（特别是该方或其分包商或代理人未根据协议规定行事）而导致的另一方的任何作为、过错或不作为，另一方无义务履行或为此承担任何责任。

7.8 The provisions above on SWIFT China’s liability apply before as well as after any termination of the Agreement, 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 here-above 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 Professional Services. 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.

7.8 以上有关 SWIFT 中国责任的规定在协议终止之前或之后均适用，同时也符合上文所述的责任限制和排除条款中，由于和 SWIFT 中国专业服务的提供和使用相关而产生责任（无论该等责任是合同责任、侵权责任或其他责任）的其他 SWIFT 集团实体的利益。此外，SWIFT 集团实体支付的任何赔偿将从任何其他 SWIFT 集团实体对同一事件或一系列关联事件的任何责任

金额中扣除，并视情况予以退还。

7.9 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 the execution or use of SWIFT China Professional Services.

7.9 除非是仅因 SWIFT 中国的作为或者不作为造成的，否则对于 SWIFT 中国专业服务执行或使用相关的任何索赔（包括其他客户作出的任何索赔）而导致 SWIFT 中国遭受或产生的任何和所有诉讼、责任、索赔、罚款、要求、损失、损害、诉讼程序、成本或费用（包括合理的法律费用和开支），客户将保证 SWIFT 中国不受伤害，并对 SWIFT 中国作出赔偿。

7.10 Subject to a Party notifying the other Party in writing of a force majeure event causing delay or non-performance and the likely duration of the delay or non-performance, as soon as possible upon becoming aware of the force majeure event, and provided that the affected Party uses all commercially reasonable efforts to limit the effect of the 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 of time that the force majeure event



## SWIFT China Services Terms and Conditions

### SWIFT 中国服务条款条件

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persists and neither Party shall be liable to the other Party for such delay or non-performance without prejudice to any fees that would be due by the Customer to SWIFT China for Services already performed under this Agreement.

7.10 在协议一方在知道出现不可抗力事件时及早向另一方书面告知导致延误或不履约的不可抗力事件及延误或不履约的可能持续期的前提下，在受影响方尽其商业合理努力限制因另一方延误或不履约行为造成的影响的前提下，受影响方义务的履行（在不可抗力事件影响范围内）及另一方履行与之相关的义务在不可抗力持续期间暂停，任何一方无需对另一方的该等延误或不履约行为负责，对客户就本协议项下已经进行的服务所应付的任何费用不产生影响。

If the performance is not resumed within 60 calendar days after such notice, either Party may terminate the Agreement immediately upon written notice to the other Party and without any liability or charge being due on the basis of such termination.

若该通知发出后 60 个日历日内仍未恢复履约，任何一方均可在书面通知另一方后立即终止协议，且无需承担因该终止而产生的任何责任或费用。

For the purposes of this article 7.10, force majeure event means any event or circumstance, or any combination of events or circumstances, which is beyond the reasonable control of, and is not attributable to, 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 Agreement.

在本第 7.10 款中，不可抗力事件系指受影响方合理控制能力之外的且不得归咎于受影响方

的，并导致受影响方无法履行或延迟履行本协议项下的任何义务的任何事件或情形或者事件或情形的组合。

7.11 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, or of a third party for which it is not responsible, or in a force majeure event as defined above.

7.11 任何一方无需对因另一方的作为、过错或不作为而导致的任何作为、过错或不作为或者上文所定义的不可抗力事件负责，也无义务履约。

7.12 Where SWIFT China provides learning services, SWIFT China may cancel the learning programme, and terminate the Agreement, due to events or circumstances beyond its reasonable control (including, but not limited to, the unexpected unavailability of a third party contractor retained by SWIFT China in connection with the administration of the training programme). In such event, SWIFT China agrees to notify the Customer in writing in a timely manner. SWIFT China will make all reasonable efforts to arrange with the Customer an alternative learning programme for a later date.

7.12 若 SWIFT 中国提供学习服务，SWIFT 中国可因其合理控制能力之外的事件或情形（包括但不限于 SWIFT 中国为管理培训计划需聘请的第三方承包商未能按预期聘得）而取消学习计划并终止该协议。在此情况下，SWIFT 中国同意及时书面通知客户。SWIFT 中国将尽一切合理努力，与客户一同安排一个后期学习计划。

7.13 SWIFT China is not obliged to perform and has no liability, to the extent such failure to perform or such liability, as the case may be, results from the provision or use of services or products not supplied by SWIFT China (or its subcontractors). When SWIFT China provides the SWIFT China Professional Services through the internet, SWIFT China cannot be held responsible for problems due to or arising in connection with the internet channels that are used.

7.13 若由于并非由 SWIFT 中国（或其分包商）提供的服务或产品的提供或使用而导致无法履约或承担责任，则 SWIFT 中国无义务履约和承担责任。当 SWIFT 中国通过互联网提供 SWIFT 中国专业服务时，对所使用互联网渠道产生的或与之相关的问题，SWIFT 中国不承担任何责任。

7.14 The Customer acknowledges and agrees that none of the SWIFT or SWIFT China security-related initiatives constitutes any representation, warranty or guarantee on the part of SWIFT or SWIFT China against the occurrence or prevention of compromises, (cyber-) security incidents or other similar events. Furthermore, nothing in SWIFT or SWIFT China security initiatives shall be construed or interpreted as SWIFT or SWIFT China taking or accepting any responsibility or liability for the Customer's roles and responsibilities as set out in Section 6 above or elsewhere in the SWIFT China Contractual Documentation (typically, the responsibility for each customer to duly protect and secure its SWIFT China-related infrastructure and local environment).





# SWIFT China Services Terms and Conditions

## SWIFT 中国服务条款条件

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7.14 客户承认并同意，SWIFT 或SWIFT中国的任何安全相关倡议均不构成SWIFT或SWIFT中国针对危害、（网络）安全事件或其他类似事件的发生或预防而作出的任何陈述、保证或担保。此外，SWIFT 或SWIFT中国的任何安全相关倡议不得解释为SWIFT或SWIFT中国对或同意对上文第6条或SWIFT中国合同文件其他地方所述的客户角色和责任（通常为对客户适当地保护和确保SWIFT相关基础设施和当地环境的责任）承担任何责任。

### 8 Custom Code Warranty

#### 8 定制代码质保

Following the go-live of an integration solution, the Customer will benefit from a warranty period of 30 calendar days on any custom code developed by SWIFT China (hereinafter referred to as the “Custom Code”). If the Custom Code does not perform within that period of time in all material respect in accordance with the agreed documented specifications, SWIFT China will use all commercially reasonable efforts to correct it within a reasonable period of time, free of charge. If SWIFT China is unable to remedy the problem, SWIFT China will refund all charges and fees paid specifically in respect of, or otherwise attributable to, the Custom Code, and the Agreement for the Custom Code will automatically terminate. This warranty is only valid to the extent that the Customer 1) notifies SWIFT China of its go-live date, 2) uses the Custom Code in accordance with the terms of the Agreement; 3) does not modify it in any way, 4) does not use it in combination with other software or services in a way not authorised by SWIFT China. This Section 8 states the Customer’s sole and exclusive rights and remedies, if it reports

a problem with the SWIFT China Custom Code within 30 calendar days after the go-live date and in the event of the resulting automatic termination of the Agreement for the Custom Code.

在集成解决方案上线后，客户对 SWIFT 中国开发的任何定制代码（以下简称“定制代码”）均享有 30 个日历日的质保期。若定制代码在该等期间内在任何重要方面未能按照约定的文档化规范执行，SWIFT 中国将在合理的时间内尽一切商业合理努力免费纠正该代码。若 SWIFT 中国无法纠正问题，SWIFT 中国将退还已专门就定制代码或其他定制代码原因而支付的所有费用，定制代码协议将自动终止。本质保规定仅在客户满足以下条件前提下有效：1）客户通知 SWIFT 中国定制代码上线日期；2）按照协议条款使用定制代码；3）不以任何方式修改定制代码，4）不以未经 SWIFT 中国授权的方式将定制代码与其他软件或服务结合使用。本第 8 条规定了客户在上线日期后 30 个日历日内报告 SWIFT 中国定制代码存在问题时，或协议因定制代码而自动终止时，客户享有的唯一和排他性权利和救济措施。

### 9 Confidentiality and Data Protection

#### 9 保密和数据保护

9.1 Except in the case where the Parties entered into a separate non-disclosure agreement with respect to the performance of the SWIFT China Professional Services, the Parties agree to be bound by the confidentiality articles as set out in the SWIFT China General Terms and Conditions (available on request), regarding use, confidentiality and non-disclosure of information. These articles are hereby incorporated in the SWIFT China Services

Terms and Conditions, mutatis mutandis, with the effect that all information in any form exchanged in connection with the rendering of the SWIFT China Professional Services or this Agreement shall have the benefit of these articles.

9.1 除非协议双方就 SWIFT 中国专业服务的履行而达成了单独的不披露协议，否则协议双方同意受 SWIFT 中国一般条款条件（在索要时可提供）中所述有关信息使用、保密和不披露的保密条款的约束。该等保密条款经必要修改后并入 SWIFT 中国服务条款条件，以确保与 SWIFT 中国专业服务的提供或协议相关的任何形式的信息交换均应受益于保密条款规定。

9.2 Each party acknowledges and agrees that the other party may Process Personal Data collected in the context of the Agreement, such as business contact details, as a separate Controller for the party’s own business purposes, such as billing, account management, security and fraud detection, accounting, data analysis, benchmarking, technical support, product development and record keeping in accordance with Data Protection Laws. Each party will ensure its Processing of Personal Data complies with Data Protection Laws and take all appropriate technical and organisational measures to protect Personal Data against any Personal Data Breach. Each party acknowledges that the Personal Data may not be kept longer than necessary for the intended Processing, except as permitted under Data Protection Laws.

9.2 各方承认并同意另一方可为其自身业务目的（例如开具账单、账目管理、安保和欺诈检查、会计、数据分析、基准化、技术支持、产品开发和记



# SWIFT China Services Terms and Conditions

## SWIFT 中国服务条款条件

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录保持）而根据数据保护法律规定处理在本协议履行过程中收集的个人数据，如业务联系人详细信息。各方须确保其处理个人数据的工作符合数据保护法律的规定，并采取所有适当的技术及组织措施，保障个人数据不受任何个人数据漏洞的损害。双方均承认，个人数据的保存时间不得超过预期处理所需的时间，但数据保护法律准许的情况除外。

As identified in the applicable scope of engagement, to the extent SWIFT China processes any personal data subject to Data Protection Laws on behalf of its Customer in the context of the Services, the Data Processing Addendum (“DPA”) to these Consulting Terms and Conditions and as amended from time to time, (which is available under the legal page of SWIFT.com), will also apply. The DPA forms an integral part of these Consulting Terms and Conditions. The DPA shall control over any contradictory term otherwise contained in these Consulting Terms and Conditions solely with respect to the Processing of Personal Data subject to Data Protection Laws. The term “Data Protection Laws” means any applicable laws and regulations governing the Processing of Personal Data, including the Cybersecurity Law of the People’s Republic of China.

如适用聘约范围所述，若 SWIFT 中国在服务过程中代表客户按照数据保护法律规定处理任何个人数据，则咨询条款条件及其不时修订版（可从 SWIFT.com 法定页面获取）的数据处理附录（DPA）也将适用。数据处理附录是咨询条款条件的组成部分。按照数据保护法律的规定，仅对于个人数据处理而言，当咨询条款条件中包含任何冲突条款时，以数据处理附录（DPA）规定为

准。“数据保护法律”系指任何适用于处理个人数据的法律法规，包括《中华人民共和国网络安全法》。

### 10 Copyright

#### 10 版权

10.1 Each Party owns, and will continue to own all right, title and interest in and to any material, know how, software, information, trade secrets and property that it owned prior to this Agreement, or that it created or acquired pursuant to this Agreement.

10.1 各方拥有并将继续拥有其在协议之前拥有的、或根据协议创建的或根据协议获得的任何材料、专有知识、软件、信息、商业秘密和财产的所有权利、所有权和权益。

10.2 Notwithstanding article 10.1, SWIFT China shall not be restricted in its use of ideas, suggestions, concepts, know-how, data and techniques acquired or learned in the course of performing the SWIFT China Professional Services in future engagements, provided that SWIFT China shall always protect the Customer’s anonymity.

10.2 尽管有第 10.1 条的规定，SWIFT 中国在未来业务中使用其在进行 SWIFT 中国专业服务过程中获得或习得的理念、建议、概念、专有知识、数据和技术不受限制，但 SWIFT 中国应始终保护客户的匿名性。

10.3 Each Party acknowledges that some product, service or company names used in connection with the SWIFT China Professional Services may be the trademarks or registered trademarks of their respective owners and may not be used without prior permission.

10.3 各方承认，与 SWIFT 中国专业服务相关的某些产品、

服务或公司名称可能是其各自所有者的商标或注册商标，未经事先许可不得使用。

10.4 On payment of all charges, the Customer shall have a perpetual, non-exclusive, non-transferable license to use the ordered SWIFT China Professional Services for its internal purposes and only as further specified in the Agreement. The Customer acknowledges that it shall have no other intellectual property rights in or to any of the ordered SWIFT China Professional Services.

10.4 在支付所有费用后，客户应拥有永久的、非排他性的、不可转让的许可，可将订购的 SWIFT 中国专业服务用于其内部目的，且仅限于协议中进一步规定的用途。客户承认其对订购的 SWIFT 中国专业服务不享有任何其他知识产权权利。

### 11 Integration Services and Custom Code License

#### 11 集成服务和定制代码许可

11.1 With respect to integration services and custom code development, SWIFT China grants the Customer, upon payment of all charges, a non-exclusive, non-transferable and time-limited right (based on the related SWIFT or SWIFT China product license duration) to use the integration solution and the Custom Code, for the specific purposes described in the Agreement.

11.1 对于集成服务和定制代码开发而言，SWIFT 中国对客户支付所有费用后向客户授予为协议所述特定目的而使用集成解决方案和定制代码的非独家的、不可转让的时限性权利（以相关 SWIFT 或 SWIFT 中国产品许可期为基础）。

11.2 Except to the extent expressly permitted by the



# SWIFT China Services Terms and Conditions

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Agreement, the Customer must not, nor authorise others to:

11.2 除非协议明确批准，否则客户不得自行或授权其他方：

a) modify, enhance, or otherwise change the Custom Code, or prepare derivative works based upon the Custom Code;

a) 修改、增强或以其他方式修改定制代码，或基于定制代码编写衍生作品；

b) translate, decompile, disassemble, reverse-engineer, or otherwise recreate the Custom Code or determine its source code (except to the extent expressly permitted by applicable law);

b) 翻译、反编译、反汇编、逆向分析或以其他方式重新创建定制代码或确定其源代码（适用法律明确允许的除外）；

c) rent, lease, sell, sub-license, distribute, allow access to, or otherwise provide or transfer the Custom Code to third parties;

c) 向第三方租赁、出租、出售、分包许可、分配、授权访问或以其他方式提供或转让定制代码；

d) merge all or any part of the Custom Code with another programme;

d) 将全部或部分定制代码与其他程序合并；

e) reproduce the Custom Code (except to the extent necessary for back-up or disaster recovery purposes);

e) 复制定制代码（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 Custom Code. The Customer will reproduce and include the same on any permitted copy.

f) 移除、更改或在视觉上删除物理介质上的或包含在定制代码中的任何版权或其他专有权利通知、标记或图例。客户将复制该等版权或其他权利通知、标记或图例并将其加入任何获批准本中。

11.3 Customer must subscribe to SWIFT China Custom Code maintenance services to obtain support and maintenance services on the Custom Code.

11.3 客户必须订购 SWIFT 中国定制代码维护服务，才能获得对定制代码的支持和维护服务。

## 12 Acceptance

### 12 验收

12.1 SWIFT China will notify the Customer of completion of the SWIFT China Professional Services (in part or in whole) and can also provide a report documenting the actions performed and a sign-off sheet.

12.1 SWIFT 中国将在 SWIFT 中国专业服务（部分或全部）完成时通知客户，并能够提供一份记录所执行行动的报告和一份签收单。

12.2 Unless otherwise specified in the Agreement and without prejudice to the warranty on the Custom Code as set out in article 8 of these SWIFT China Services Terms and Conditions, the Customer has ten (10) business days as from the earlier of receipt by the Customer of the sign-off sheet or SWIFT China notification of completion of the SWIFT China Professional Services (in part or in whole) to either indicate its acceptance of the SWIFT China Professional Services concerned

or notify SWIFT China in writing of any non-conformity or incompleteness of the SWIFT China Professional Services with the Agreement.

12.2 除非协议另有规定，在不影响 SWIFT 中国服务条款条件第 8 条规定的定制代码质保规定的前提下，客户应在其收到签收单之日或者收到 SWIFT 中国发出的 SWIFT 中国（部分或全部）完成 SWIFT 中国专业服务的通知之日（以两者中的较早日期为准）后十个工作日内表明其接受相关的 SWIFT 中国专业服务，或者书面通知 SWIFT 中国其专业服务不符合协议规定或不完整。

12.3 If the Customer does not indicate its acceptance within these ten (10) business days the SWIFT China Professional Services will be considered to be accepted by the Customer and the Customer will not be able to claim any non-conformity with the Agreement or incompleteness of the SWIFT China Professional Services, unless the claim relates to hidden defects. In the event of notification of non-conformity or incompleteness, SWIFT China will use all commercially reasonable efforts to correct the non-conformity or incompleteness within a reasonable period of time.

12.3 若客户并未在十（10）个工作日内表明其接受 SWIFT 中国专业服务，则 SWIFT 中国专业服务视为被客户验收，客户不得再主张 SWIFT 中国专业服务不符合协议规定或不完整，关于隐藏瑕疵的主张除外。一旦收到不符合或不完整通知，SWIFT 中国将在合理时间内尽一切商业合理努力纠正不符合或不完整情况。



# SWIFT China Services Terms and Conditions

## SWIFT 中国服务条款条件

S.W.I.F.T. (China) Limited shall herein be referred to as “SWIFT China”

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### 13 Duration and Termination

#### 13 有效期和终止

13.1 Unless otherwise agreed between the Parties, the Agreement shall enter into force upon receipt and acceptance by SWIFT China of the Customer's order.

13.1 除非双方另有约定，协议应在 SWIFT 中国收到并接受客户订单后生效。

13.2 The Agreement shall remain in effect until completion of the SWIFT China Professional Services as notified by SWIFT China, subject to early termination by either Party in accordance with the terms of this Section 13.

13.2 协议在 SWIFT 中国专业服务按照 SWIFT 中国通知完成之前保持有效，但任何一方均可根据本第 13 条的条款提前终止协议。

13.3 Each Party has the right to terminate all or part of the Agreement immediately and automatically (without prior court intervention), upon written notice to the other Party, if, 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 is not remedied within 30 calendar days (or any other period agreed between the parties) after written notice of the breach has been given to the other Party.

13.3 若协议一方（以下简称“终止方”）认为另一方实质性违反其义务并且该等违约无法补救或者未在收到相对方的书面违约通知后 30 日历日内（或双方约定的任何其他期间内）补救，各方均有权在书面通知另一方后立即且自动（未经法院事先干预）终止协议的全部内容。

13.4 When the SWIFT China Professional Services are, or are contemplated to be, delivered or performed on a recurring basis (for example, year to year), each Party has the right to terminate all or part of the Agreement for convenience, upon 90 calendar days prior written notice to the other Party.

13.4 若 SWIFT 中国专业服务按照或拟按照重复的方式（例如，按年度每年进行）交付或进行，各方有权在提前 90 个日历日书面通知另一方后为方便而终止协议的全部或部分内容。

13.5 To the extent permitted by applicable law, each Party has the right to terminate all or part of the Agreement immediately and automatically (with prior notice but without prior court intervention), in the following events:

13.5 在适用法律允许的范围內，在下列情况下，各方均有权在事先通知对方而未经法院事先干预的情况下立即并自动终止协议的全部或部分內容：

a) 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;

a) 另一方资不抵债（通常为破产或类似程序），或在债务到期时无力偿付或承认无力偿付全部或大部分债务，或申请延期偿付或被批准延期偿付；

b) 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).

b) 另一方的全部或大部分业务或资产被经委任的接管人、破产管理人、行政管理人、清算人或其他类似人员或执业者接管，或为此目的而采取了任何步骤（通常为其成为破产、无力偿债或其他类似程序的主体）。

13.6 Notwithstanding the foregoing, SWIFT China has the right to suspend or terminate all or part of the Agreement immediately and automatically (without prior court intervention), upon written notice to the Customer, in the following events:

13.6 尽管有上述规定，在以下情况下后，SWIFT 中国有权在向客户发送书面通知而不经法院事先干预的情况下，立即并自动暂停或终止协议的全部或部分內容：

a) the Customer fails 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;

a) 客户未遵守监管、政府、立法或司法机关（包括法院或仲裁庭）所颁布的任何法律、法令、规章、命令或任何其他行为或干预措施；

b) the Customer gives any person any bribe, gift, gratuity, or commission as an inducement or reward to take a specific action in relation to this Agreement.

b) 客户向任何人提供任何贿赂、礼物、酬金或佣金，



# SWIFT China Services Terms and Conditions

## SWIFT 中国服务条款条件

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作为就协议作出特定行动的诱因或报酬。

13.7 SWIFT China has also the right to terminate all or part of the Agreement immediately and automatically (without prior court intervention), upon written notice to the Customer, 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.

13.7 SWIFT 中国也有权在向客户发送书面通知后立即和自动（未经法院事先干预）终止协议的全部或部分内容，以遵守监管、政府、立法或司法机关（包括法院或仲裁庭）所颁布的任何法律、法令、规章、命令或任何其他行为或干预措施。

13.8 If the Customer objects to a change made by SWIFT China to these SWIFT China Services Terms and Conditions as per article 15.4, the Customer may, as its sole and exclusive right and remedy, terminate (without any liability or charge) the Agreement for the affected SWIFT China Professional Services 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 new terms.

13.8 若客户反对由 SWIFT 中国根据第 15.4 款规定对 SWIFT 中国服务条款条件所作的变更，作为其唯一和排他的权利和救济措施，客户可在提前 1 个月向 SWIFT 发送书面通知后就 SWIFT 中国专业服务而终止协议（不承担任何责任或费用）。客户必须在其知晓（或理应知晓）该等新条款之日起 1 个月内发出上述通知。

13.9 SWIFT China has the right to terminate all or part of the Agreement for convenience at any time, upon 90 calendar days prior written notice to the Customer.

13.9 SWIFT 中国有权在提前 90 个日历日向客户书面通知后，为方便而随时终止协议的全部或部分内容。

13.10 Termination of the Agreement, for any reason, will:

13.10 协议因任何原因终止：

a) not relieve any Party from any of its obligations under this Agreement 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 (including, but not limited to, articles 7, 9, 10 and 14 of these SWIFT China Services Terms and Conditions);

a) 并不解除任何一方在终止之前已经产生的本协议项下任何义务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（包括但不限于，SWIFT 中国服务条款条件第 7 条、第 9 条、第 10 条和第 14 条）；

b) be without prejudice to any other rights or remedies which any Party may have in respect of the termination.

b) 不损害任何一方就终止可能享有的任何其他权利或救济。

13.11 If the Customer requires SWIFT China to commence work in connection with a service proposal prior to the Agreement entering into force, SWIFT China will be entitled to assume that the Customer agrees with the then current SWIFT China Services Terms and Conditions or any other terms

communicated in writing by SWIFT China to the Customer, until such time as the Parties agree otherwise.

13.11 若客户要求 SWIFT 中国在协议生效前开始与服务建议书相关的工作，SWIFT 中国有权假定客户同意最新版 SWIFT 中国服务条款条件或 SWIFT 中国以书面方式告知客户的任何其他条款，直到双方达成一致为止。

13.12 The Customer will pay all fees owed to SWIFT China until the effective date of termination (where relevant on a *pro rata* basis).

13.12 在终止生效日期之前，客户将支付尚欠 SWIFT 中国的所有费用（按比例计算）。

## 14 Applicable Law and Jurisdiction

### 14 适用法律及管辖权

These SWIFT China Services 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 laws of the People's Republic of China (without giving effect to any conflict of law provision that would cause the application of other laws). The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

14.1 SWIFT 中国服务条款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应受中华人民共和国法律（将导致其他法律适用的任何法律冲突规定不适用）的管辖并根据该等法律解释。明确排除《联合国国际货物销售合同公约》的适用。

Without prejudice to Section 12 of these SWIFT China Services Terms and Conditions, the Customer can only bring a valid



# SWIFT China Services Terms and Conditions

## SWIFT 中国服务条款条件

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claim against SWIFT China to the extent that it complies with the conditions set out in this Section 14. Firstly, the Customer must submit to SWIFT China a written notice of claim, including the specific grounds of the claim, the (estimate of the) amount claimed and all available evidence necessary to demonstrate the soundness of the claim, within the following time limits:

14.2 在不损害 SWIFT 中国服务条款条件第 12 条的前提下，客户仅可在遵守本第 14 条规定条件的前提下对 SWIFT 中国提出有效索赔。首先，客户必须在以下期限内向 SWIFT 中国提交书面索赔通知，其中包括索赔的具体理由、索赔金额（预估金额）以及证明索赔合理性所需的所有现有证据：

- a) for claims relating to SWIFT China invoices: within 30 calendar days of the date of the invoice;
- a) 对于与 SWIFT 中国发票相关的索赔：自发票之日起 30 个日历日内；
- b) for any other claims (including for any claims for hidden defects or non-conformities): within 180 calendar days as from the completion of the SWIFT China Professional Services.
- b) 对于任何其他索赔（包括对于任何隐藏缺陷或不符合项提出的索赔）：自 SWIFT 中国专业服务完成之日起 180 个日历日内。

14.3 The Parties will use all commercially reasonable efforts to resolve at business level, between the representatives of each Party, any disputes arising out of, or in connection with, the ordered SWIFT China Professional Services, within 90 calendar days as from the written notice of the claim to the other

Party in accordance with article 15.3 of these SWIFT China Services Terms and Conditions. Subject to article 14.4 below, all disputes not solved amicably within such period of 90 calendar days shall be submitted to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration under CIETAC’s arbitration rules then in force (the “Rules”), before three arbitrators appointed in accordance with these Rules. To the extent permitted by these Rules, the arbitration will take place in Beijing, the People’s Republic of China, in English.

14.3 双方将尽商业合理努力在根据 SWIFT 中国服务条款条件第 15.3 款规定向另一方发送书面索赔通知后 90 天内于各方代表之间在业务层面解决因所订购 SWIFT 中国专业服务而产生的或与之相关的任何争议。根据下文第 14.4 条的规定，凡在 90 个日历日内未能友好解决的争议，均应提交中国国际经济贸易仲裁委员会（“CIETAC”），由三名仲裁员根据当时有效的 CIETAC 仲裁规则（以下简称“仲裁规则”）进行仲裁解决。在该等仲裁规则允许的范围内，仲裁将在中华人民共和国北京市以英文进行。

14.4 As set out in article 7.7 of these SWIFT China Services Terms and Conditions, 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 or SWIFT China General Terms and Conditions and the SWIFT China Services Terms and Conditions.

14.4 如 SWIFT 中国服务条款条件第 7.7 条所规定，对于相

同的损失或损害，任何一方不得多次追偿。因此，任何一方均不得根据 SWIFT 或 SWIFT 中国一般条款条件及 SWIFT 中国服务条款条件就相同的损失或损害提起索赔（为免生疑问，包括向 CIETAC 提交争议）。

## 15 Miscellaneous

### 15 其他条款

15.1 This Agreement does not create any employment relationship between the Parties and does not make either Party an agent or legal representative of the other Party, nor does it create a partnership or joint venture.

15.1 协议不产生任何雇佣关系，不会使任何一方成为另一方的代理或法律代表，也不会建立合伙企业或合资企业。

15.2 The Agreement constitutes the entire agreement and understanding between the Parties, and supersedes and cancels all prior negotiations, representations, proposals, statements, undertakings, oral or written, relating to the provision and the use of the SWIFT China Professional Services.

15.2 协议构成了双方之间的完整约定和谅解备忘，取代和取消先前所有与 SWIFT 中国专业服务提供和使用有关的（口头或书面形式）谈判、陈述、方案、声明、承诺。

15.3 No waiver of this Agreement or any provision thereof shall be binding upon the Parties unless made in writing and signed by the authorised representatives of the relevant waiving Party.

15.3 对协议或协议的任何条款的豁免，除非以书面形式作出并由相关弃权方的授权代表签署，否则对双方均无约束力。



## SWIFT China Services Terms and Conditions

### SWIFT 中国服务条款条件

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15.4 With regard to any SWIFT China Professional Services that are, or are contemplated to be delivered or performed on a recurring basis, SWIFT China may upon reasonable prior written notice revisit or reconsider the terms governing specifically such SWIFT China Professional Services typically these SWIFT China Services Terms and Conditions and where applicable the related Service Proposal (including the pricing terms). If the Customer does not accept the changes, the Customer has the right to terminate the Agreement in accordance with article 13.8 of these SWIFT China Services Terms and Conditions.

15.4 对于以或规定以重复方式交付或进行的任何 SWIFT 中国专业服务而言，SWIFT 中国可在发出事先合理书面通知后重新审阅或重新考虑该等 SWIFT 中国专业服务的适用条款（尤其是 SWIFT 中国服务条款条件和相关服务建议书，包括定价条款）。若客户不接受变更，客户有权根据 SWIFT 中国服务条款条件第 13.8 条终止协议。

15.5 If any provision of this Agreement is determined to be invalid, unlawful or unenforceable, in whole or in part, such provision or the affected part thereof will be severed from the remainder of the Agreement, which will continue to be valid and enforceable to the fullest extent permitted by applicable law. Upon determination that any provision is invalid, unlawful or unenforceable, in whole or in part, the Parties shall negotiate in good faith to modify the Agreement, 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 by the Agreement is not affected in any manner materially adverse to either Party.

15.5 若协议任何条款被认定为全部或部分无效、非法或无法执行，该等条款或受影响部分将从协议剩余部分中分离出，剩余部分将在适用法律允许的最大范围内继续生效和具有可执行性。在认定任何条款全部或部分无效、非法或不可执行时，双方应真诚协商修改协议，以便将导致无效、非法或不可执行的原因消除，尽可能实现双方的原始意图，确保协议中所述交易的经济或法律实质内容不将对任何一方产生显著不良影响的方式受到影响。

15.6 Any notice, request, demand, direction, or other communication required or permitted to be given or made under this Agreement or in connection therewith, shall be deemed to have been properly given or made if delivered by registered post, e-mail or fax, when addressed to the contact person identified in the service proposal (or to any other contact person notified in writing to the other Party).

15.6 本协议项下要求或允许发送或作出的或与之相关的任何通知、请求、要求、指示或其他通讯内容，若通过挂号邮件、电子邮件或传真交付给服务建议书所述的联系人（或以书面方式通知另一方的任何其他联系人）应视为妥善发送或作出。

15.7 The Customer authorises SWIFT and SWIFT China to include its name and logo as reference in any customer list or in any other proposal, presentation or public announcement regarding this Agreement, the SWIFT China Professional Services or SWIFT or SWIFT China's business in general.

15.7 客户授权 SWIFT 和 SWIFT 中国在任何客户名单或与协议、SWIFT 中国专业服务或 SWIFT 或 SWIFT 中国整体业务有关的任何其他方案、演示稿或公告中加入其名称和标志。

15.8 Whenever an electronic form or electronic communication is used, each Party accepts the validity of an electronic signature or electronic data, and confirms that such signature or data have the same legal force and effect as if in writing or paper based.

15.8 若使用电子表格或电子通讯，各方均接受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具有同等法律效力。

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

15.9 SWIFT 中国发布的 SWIFT 中国合同文件的中英文版本均有效。两种文本如有不一致之处，以英文版本为准。