SWIFT China SWIFTREF LICENCE TERMS AND CONDITIONS
SWIFT 中国 SWIFTREF 许可条款和条件

for distribution of SWIFTRef Data
针对 SWIFTRef 数据分发

June 24, 2022
2022 年 6 月 24 日

Preface
前言

These SWIFTRef Licence Terms and Conditions together with the electronic or paper-based form or contract (typically, an electronic order) executed by Licensee, proposal for SWIFTRef Data Solutions referenced therein (hereafter referred to as the "**Proposal**") and related quotation (if any) form the "**Agreement**" that governs the licensing by S.W.I.F.T. (China) Limited ("**SWIFT China**") of SWIFTRef Data to Licensee.
本 SWIFTRef 许可条款和条件以及被许可方签署的电子或纸质表格或合同（通常为电子订单）、其中提及的 SWIFTRef 数据解决方案的提案（以下简称"**提案**"）和相关报价单（如有）构成本"**协议**"，对环球融讯网络技术服务（中国）有限公司（"**SWIFT 中国**"）向被许可方进行 SWIFTRef 数据许可的行为进行约束。

S.W.I.F.T. SC produces reference data solutions ("**SWIFTRef Data Solutions**") and SWIFT China commercialises them to its customers.
S.W.I.F.T. SC 构建参考数据解决方案（"**SWIFTRef 数据解决方案**"），SWIFT 中国将其商业化并提供给客户。

Licensee commercialises an application or service to its customers and wishes to have permission from SWIFT China to make Data from SWIFTRef Data Solutions available to its customers, either:
被许可方将应用程序或服务商业化并提供给其客户，为此希望获得 SWIFT 中国的许可，以使其客户可按提案中定义的两种场景之一，获取来自 SWIFTRef 数据解决方案的数据：

- as part of Licensee's software product, application or service, as specifically described in the Proposal, or
  作为被许可方软件产品、应用程序或服务的一部分（如提案中具体描述）；或

- as part of a hosted solution, meaning that Licensee installs and operates the Data from a SWIFTRef Data Solution, as specifically described in the Proposal, on its systems in order to provide services to its customers, either scenario, as defined in the Proposal.
  作为托管解决方案的一部分，这意味着被许可方在其系统上安装并操作来自 SWIFTRef 数据解决方案的数据（如提案中具体描述），以便为其客户提供服务。

SWIFT China is willing to grant the abovementioned permission to Licensee under the terms of, and subject to, the Agreement, including these SWIFTRef Licence Terms and Conditions.
SWIFT 中国愿意根据本协议（包括本 SWIFTRef 许可条款和条件）的条款向被许可方授予上述许可，并受本协议约束。

1 Definitions
定义

a. **"Licence"** means the permission granted by SWIFT China to Licensee and described in the Article 2 hereof as the same may be varied, amended or replaced from time to time upon reasonable advance notice to Licensee.
"**许可**"是指 SWIFT 中国授予被许可方的许可，如本许可条款和条件第 2 条所述，经合理提前通知被许可方后，可不时进行更改、修改或替换。

b. **"Licensee"** means the organisation which is authorised to use SWIFTRef data according to the Licence.
"**被许可方**"是指根据许可授权使用 SWIFTRef 数据的组织。

c. **"Transaction"** means a payment, an instruction to make a payment or other exchange of data indicating the intention to transfer funds or value, or any other instruction or instrument that carries value, payment or bank data.
"**交易**"指付款、付款指示或表明有意转移资金或价值的其他数据交换，或载有价值、付款或银行数据的任何其他指示或文书。

d. **"Data"** or "**SWIFTRef Data**" means any data contained in SWIFTRef Data Solutions such as (but not limited to) ISO-9362 compliant Business Identifier Codes (BICs), National Bank Identifiers, names and addresses of the corresponding entities and/or any other data, as designated in the Proposal.
"**数据**"或"**SWIFTRef 数据**"指 SWIFTRef 数据解决方案中包含的任何数据，例如（但不限于）符合 ISO-9362 的商业识别码（BIC）、国家银行代码、相应实体的名称和地址和/或提案中指定的任何其他数据。

e. **"Licensee's Solution"** (also referred to as "**Licensee's Product**") means the application, software or service commercialised by Licensee to its customers embedding the Data as specifically described in the Proposal.
"**被许可方解决方案**"（也称为"**被许可方的产品**"）是指如提案中具体描述的，经被许可方商业化并提供给其客户的嵌入了数据的应用程序、软件或服务。

f. **"Authorised User"** means an individual authorised by Licensee to access and use the Data.
"**授权用户**"是指被许可方授权访问和使用数据的个人。

g. **"Outsourcing services provider"** means a third-party engaged by Licensee for data processing purposes only.
"**外包服务提供商**"指被许可方聘请的仅用于数据处理目的的第三方。

2   The License
许可

Subject to all of the terms and conditions of the Agreement:
受限于本协议的所有条款和条件：

2.1.   SWIFT China grants Licensee a personal, non-exclusive and non-transferable right to extract and re-use the Data and make it available to its customers as per the terms of the Agreement. Licensee may make the Data available to its customers only as part of Licensee's Solution.
SWIFT 中国授予被许可方一项个人、非排他和不可转让的权利，以便根据本协议的条款提取和重复使用数据并将其提供给其客户。被许可方仅可将数据作为被许可方解决方案的一部分提供给其客户。

2.2.   Licensee may embed the Data in Licensee's Solution for its customers and/or host the Data in order to provide a service included in Licensee's Solution. At Licensee's customer side, Licensee must ensure that the Data always remains confined to Licensee's Solution, and is not accessed, extracted or used for other purposes. Any further redistribution of the Data by Licensee's customers is strictly prohibited.
被许可方可以将数据嵌入为其客户提供的被许可方解决方案中和/或托管数据以便提供被许可方解决方案中包含的服务。在被许可方的客户方面，被许可方必须确保数据始终受限于被许可方解决方案，并且不得出于其他目的访问、提取或使用。严禁被许可方的客户进一步再分发数据。

3   Secure access to the SWIFTRef online portal
安全访问 SWIFTRef 在线门户

3.1.   For the sole purpose of downloading the SWIFTRef files containing the Data, SWIFT China may allocate passwords to Licensee to allow its Authorised Users to access the SWIFTRef online portal. Licensee agrees to, and will ensure that its Authorised Users agree to, keep passwords confidential. Neither Licensee nor any Authorised User may assign, share, sell, barter, transfer or exchange the password. If Licensee learns or suspects that any password has been revealed to or obtained by any person not authorised by Licensee to access and use the Data, it must immediately notify SWIFT China. The password will be cancelled and, subject to certain conditions, SWIFT China may assign a new password. Licensee must immediately notify SWIFT China if any individual Authorised User ceases to be an Authorised User and will use its best efforts to prevent that person from accessing the Data and/or the portal. Licensee will not allow any person other than the Authorised Users to use the portal and will ensure that each Authorised User uses only his or her authorised password or identifier. Repeated breaches of this clause on secure access to the portal entitle SWIFT China to terminate the Agreement for cause. Licensee acknowledges that registration on the SWIFT China portal can be subject to other requirements stated on www.swift.com and Licensee agrees to assure compliance with such requirements.
仅为下载包含数据的 SWIFTRef 文件之目的，SWIFT 中国可向被许可方分配密码，允许其授权用户访问 SWIFTRef 在线门户。被许可方同意并将确保其授权用户同意对密码保密。被许可方和任何授权用户均不得分配、共享、出售、易货、转让或交换密码。如果被许可方获知或怀疑存在向未经被许可方授权访问和使用

数据的任何人员泄露任何密码、或未经被许可方授权访问和使用数据的任何人员获得密码来访问和使用数据的情况，则必须立即通知 SWIFT 中国。密码将被取消，在某些条件下，SWIFT 中国可分配新密码。如果任何个人授权用户不再是授权用户，被许可方必须立即通知 SWIFT 中国，并将尽最大努力防止该人士访问数据和/或门户。被许可方不得允许授权用户以外的任何人使用该门户，并确保每个授权用户仅使用其授权密码或标识符。如果发生反复违反本门户网站安全访问条款的情况，SWIFT 中国有权因故终止本协议。被许可方确认，在 SWIFT 中国门户上的注册可能需要遵守 www.swift.com 上规定的其他要求，且被许可方同意确保遵守该等要求。

3.2. Licensee must change or ensure that its Authorised Users change any compromised password within 12h when Licensee became aware of the compromised access. Any attempt to access any part of the portal which requires a password without the required password and/or payment of the fees or with compromised password is not permitted and deemed to be a breach of the Agreement. It also could result in criminal and/or civil penalties. SWIFT China may change passwords upon prior notice to Licensee or its Authorised Users for security reasons.
被许可方必须在获悉访问权限泄露后 12 小时内更改或确保其授权用户更改任何被泄露的密码。不允许试图在没有所需密码和/或未支付费用的情况下或以已泄露的密码访问门户网站的任何部分，这些行为被视为违反本协议。这也可能导致刑事和/或民事责任。出于安全原因，SWIFT 中国可在事先通知被许可方或其授权用户后更改密码。

3.3. SWIFT China shall give Licensee access to the Data and updates thereto in accordance with the delivery specifications set forth in the Proposal.
SWIFT 中国应根据提案规定的交付要求向被许可方授予访问数据和更新的权限。

3.4. Licensee shall comply with any access restrictions (if any) set forth in the Proposal.
被许可方应遵守提案中规定的任何访问限制（如有）。

4 Non authorised usage
未经授权的使用

Except as specifically stated in the Agreement, any other use of the Data by Licensee is strictly prohibited. SWIFT China and its suppliers reserve all rights not expressly granted under this Agreement.
除非本协议中另有明确规定，严禁被许可方对数据进行任何其他使用。SWIFT 中国及其供应商保留本协议未明确授予的所有权利。

In particular, **Licensee may not:**
特别是，被许可方不得：

a. Market, display or otherwise provide the Data directly or indirectly:
   营销、陈列或以其他方式直接或间接提供数据，包括：

   (i) via any means other than Licensee's Solution as described in the applicable Proposal including any other service or Internet site; or

以适用提案所述的被许可方解决方案以外的任何方式（包括任何其他服务或互联网站点）；或

(ii) to any third-party information retrieval networks selling or licensing information to third parties; or
向对第三方出售或许可信息的任何第三方信息检索网络提供；或

(iii) to any distributor or redistributor; or
向分销商或再分销商提供；或

(iv) to anyone (e.g., person, firm or entity) other than a customer of Licensee's Solution. It includes any entity that is an affiliate or subsidiary of Licensee in the same country or abroad unless expressly provided otherwise in the Proposal.
向被许可方解决方案客户以外的任何人（例如，人士、公司或实体）提供。其包括被许可方的关联公司或子公司的任何实体（无论处于同一国家或境外），但提案另有明确规定的除外。

b. Distribute the Data or any portion thereof through any service (including Licensee's Solution) with a third-party (e.g. joint or co-branded services) or support a product for third parties (including its own customers) embedding or providing access to the Data;
通过与第三方（例如，联合或联合品牌服务）的任何服务（包括被许可方解决方案）分发数据或其任何部分，或为第三方（包括其自身客户）嵌入或提供数据访问的产品提供支持；

c. Authorise any third-party to link, bookmark or point from a third-party service to Licensee's Solution or a portion thereof;
授权任何第三方将第三方服务链接、书签或指向被许可方解决方案或其一部分；

d. Integrate the Data into a standalone commercial directory or database product that could reasonably be expected to serve as a substitute for a subscription to the Data;
将数据整合到合理预期可作为数据订阅替代品的独立商业目录或数据库产品中；

e. Make the Data publicly available free of charge;
免费公开数据；

f. Provide a copy or a sub-set of the Data on a stand-alone basis.
独立提供数据的副本或子集。

5 Demos and trials
演示和试用

Licensee may provide demonstrations of Licensee's Solution with the Data embedded therein and/or offer a trial period not exceeding thirty (30) days before final activation.
被许可方可对嵌入数据的被许可方解决方案进行演示，和/或提供在最终激活前不超过三十（30）天的试用期。

6 Outsourcing
外包

If Licensee enters into an agreement with an Outsourcing services provider, Licensee may permit access to, and use of, the Data by the Outsourcing services provider at its own risk, provided that Licensee:
如果被许可方与外包服务提供商签订协议，被许可方可允许外包服务提供商访问并使用数据，相关风险由被许可方承担，前提是被许可方：

    i.   makes the Data available to the Outsourcing services provider under no less strict conditions than the ones in this Agreement,
在严格程度不低于本协议规定的条件下向外包服务提供商提供数据，

    ii.   ensures that the Outsourcing services provider's use of the Data does not exceed the limits as specified in this Agreement and
确保外包服务提供商对数据的使用不超过本协议规定的限制，以及

    iii.   ensures that the Outsourcing services provider is bound by undertakings or obligations which protect the Data to at least the extent that it is protected under this Agreement and that the scope of rights granted to the Outsourcing services provider does not exceed those contracted with SWIFT China.
确保外包服务提供商至少按照本协议项下数据保护的范围受到数据保护承诺或义务的约束，并确保向外包服务提供商授予的权利范围不超过与 SWIFT 中国签约的权利范围。

Without prejudice to the above, Licensee shall be fully responsible for the Outsourcing services provider's compliance with this Agreement as well as for the performance and observance by the Outsourcing services provider of any obligations applicable to it.
在不影响上述规定的情况下，被许可方应对外包服务供应商遵守本协议以及外包服务供应商履行和遵守适用的任何义务承担全部责任。

Upon expiry, completion or earlier termination of the services provided to Licensee by the Outsourcing services provider, Licensee shall certify in writing to SWIFT China that the Outsourcing services provider has uninstalled and/or ceased use of the Data and has destroyed all copies of the Data within thirty (30) days of completion of the Outsourcing services provider's services to Licensee.
外包服务提供商向被许可方提供的服务到期、完成或提前终止后，被许可方应向 SWIFT 中国书面证明，外包服务提供商已卸载和/或停止使用数据，并在外包服务提供商向被许可方提供的服务完成后三十（30）天内销毁了所有数据副本。

7 No less protective terms
不低于保护条款

Licensee will ensure that the Data is made available via Licensee's Solution to its customers on no less protective terms than in this Agreement, and will procure that these terms are duly observed by its customers.
被许可方应确保按照不低于本协议规定的保护条款通过被许可方解决方案向其客户提供数据，并确保其客户正确遵守这些条款。

At SWIFT China's request, Licensee will provide a copy of relevant contractual arrangements between Licensee and its customers or, at SWIFT China's discretion, a binding signed statement from Licensee warranting and representing compliance with the Agreement.
应 SWIFT 中国的要求，被许可方应提供被许可方与其客户之间的相关合同安排副本，或者，经 SWIFT 中国自行决定，提供被许可方的具约束力的签字声明，保证并陈述遵守本协议。

8   Licensee's obligations
被许可方的义务

8.1. Licensee will: (1) refrain from knowingly making any false or misleading statements, claims or representations with respect to SWIFT China or the Data; (2) conduct its business in such a way so as not to damage the valuable reputation of SWIFT China; (3) require adherence by its customers to the restrictions contained in this Agreement; and (4) promptly notify SWIFT China when and if Licensee becomes aware of any (likely) violations of such restrictions or loss of the Data by its customers.
被许可方应：(1)不得故意就 SWIFT 中国或数据做出任何虚假或误导性声明、索赔或陈述；(2)以不损害 SWIFT 中国声誉的方式开展业务；(3)要求其客户遵守本协议中的限制；以及(4)如果被许可方获悉其客户（可能）违反此类限制或丢失数据，应立即通知 SWIFT 中国。

8.2. Licensee acknowledges and agrees that:
被许可方确认并同意：

a.   the Data, when integrated with Licensee Solution, shall at all times be presented in a manner (content, data format) as supplied by SWIFT China or SWIFT China's third-party supplier (as applicable) and;
与被许可方解决方案集成的数据应始终以 SWIFT 中国或 SWIFT 中国的第三方供应商（如适用）提供的方式（内容、数据格式）呈现，以及；

b.   Licensee will make Licensee's customers aware that they are using Data provided by SWIFT China.
被许可方应告知被许可方的客户其正在使用 SWIFT 中国提供的数据。

9   Proprietary rights. Intellectual property rights
专有权利。知识产权

9.1.   Any and all rights (including title, ownership rights, database rights, and any other intellectual property rights) in the Data are and will remain the sole and exclusive property of SWIFT China or its licensors.
数据中的任何和所有权利（包括产权、所有权、数据库权利和任何其他知识产权）均为 SWIFT 中国或其许可方的独有和专属财产。

Licensee will acknowledge SWIFT China's rights in the Data by displaying the following notice in Licensee's Solution: **SWIFTRef Data licensed from S.W.I.F.T. SC. All rights reserved YYYY**" (to be updated annually).

被许可方应通过在被许可方解决方案中显示以下通知确认 SWIFT 中国对数据所拥有的权利：**"SWIFTRef 数据由 S.W.I.F.T. SC 许可。保留所有权利。（年份）"**（每年更新一次）。

9.2. Licensee is allowed to use the term "**SWIFTRef Data**" in relation to the Data embedded in Licensee's Solution. Licensee will not use any other SWIFT China names, trademarks, or logos without SWIFT China's prior written consent.

被许可方可就被许可方解决方案中嵌入的数据使用术语"**SWIFTRef 数据**"。未经 SWIFT 中国事先书面同意，被许可方不得使用任何其他 SWIFT 中国名称、商标或徽标。

9.3. Licensee shall inform SWIFT China without undue delay about any claims related to the possession or use of Data. SWIFT China has the right to participate in the defence and settlement of any such claim.

被许可方应及时通知 SWIFT 中国与占有或使用数据相关的任何索赔。SWIFT 中国有权参与任何此类索赔的抗辩和和解。

10 Right to modify
修改权

10.1. SWIFT China reserves the right to modify at any time the scope, format, delivery mode, delivery manner or frequency of the Data updates upon reasonable advance notice to Licensee. Such written notice of change to delivery methods or specifications may be made via email or newsletter. In case some part of the Data is supplied by third-party, and it changes the scope, format, delivery mode or frequency of updates of the Data, then SWIFT China informs the Licensee within reasonable time from the time when SWIFT became aware of such changes.

SWIFT 中国保留在合理提前通知被许可方后随时修改数据更新的范围、格式、交付模式、交付方式或频率的权利。可通过电子邮件或简讯，就交付方法或规范的变更发出书面通知。如果部分数据由第三方提供，且其变更了数据更新的范围、格式、交付模式或频率，则 SWIFT 中国应在 SWIFT 知晓该等变更后的合理时间内通知被许可方。

SWIFT China shall use reasonable efforts to give Licensee a reasonable period of time to make necessary changes in its system in order to process and transmit the Data.

SWIFT 中国应尽合理努力在合理期限内对其系统做出必要变更，以便处理和传输数据。

10.2. Any revisions, amendments or updates to the Data shall be included in Licensee's Solution as soon as reasonably practicable (not to exceed seventy-two (72) hours period) after such revision, amendment or update was made available to Licensee. Licensee must always use the latest available version of the Data and timely stop use of previous versions. SWIFT China and its licensors expressly disclaim any responsibility or liability for any loss or damage caused by the continued usage of outdated Data.

对数据进行的任何修订、修正或更新应在向被许可方提供此类修订、修正或更新后尽快（不超过七十二（72）小时）纳入被许可方解决方案中。被许可方必须始终使用最新可用版本的数据，并及时停止使用之前版本的数据。SWIFT 中国及

其许可方明确声明不对继续使用过时数据造成的任何损失或损害承担任何责任或义务。

10.3. SWIFT China reserves the right, in its sole discretion and upon reasonable prior written notice, to request at any time that any Data be removed from Licensee's Solution, in which case Licensee shall remove the Data as soon as reasonably practicable after receiving notice from SWIFT China requesting such removal. In addition, SWIFT China may by written notice, request to remove Data from Licensee's Solution as soon as it is reasonably possible if in the reasonable opinion of SWIFT China any of the following events occurs: the provision or use of the Data may infringe third-party rights or applicable laws, or SWIFT China has reasonable concerns about the quality, accuracy and/or reliability of the Data.

SWIFT 中国有权自行决定并在进行合理事先书面通知的情况下随时要求从被许可方解决方案中删除任何数据，在此情况下，被许可方应在收到 SWIFT 中国要求删除数据的通知后，在合理可行的范围内尽快删除数据。此外，如果 SWIFT 中国基于合理理由认为发生以下任何事件：提供或使用数据可能侵犯第三方权利或适用法律，或 SWIFT 中国对数据的质量、准确性和/或可靠性存在合理担忧，SWIFT 中国可书面通知并要求在合理可行的范围内尽快从被许可方解决方案中删除数据。

11 No warranties
不提供保证

Although SWIFT China uses reasonable efforts to maintain the quality of the Data, the latter is provided "as is", and nothing in the provision of the Data constitutes any representation, warranty or guarantee on the part of SWIFT China that (1) it is error-free, accurate, complete, or up to date; and (2) availability of Data and SWIFTRef online portal will be un-interrupted.

尽管 SWIFT 中国尽合理努力维持数据质量，但 SWIFT 中国以"原样"提供数据，且数据提供不构成 SWIFT 中国的以下任何陈述、保证或担保: (1)无错误、准确、完整或最新；以及(2)数据和 SWIFTRef 在线门户的可用性不间断。

SWIFT China DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AS TO MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OF THE DATA.
SWIFT 中国对数据的适销性、产权、非侵权性和特定用途的适用性不作任何明示或默示保证。

12   Reporting and Invoicing
报告和开票

12.1. Two (2) months before the end of the Initial Term or any Successive Period, Licensee shall report to SWIFT China the number of ongoing subscriptions, licenses, transactions or customers per Licensee's Solution and any other information with respect to usage of the Data by Licensee's customers as per any other usage report requirements specified in the Agreement.

在初始期限或任何后续期限结束前两（2）个月，被许可方应向 SWIFT 中国报告被许可方解决方案的持续订阅、许可、交易或客户数量，以及根据本协议规定的任何其他使用报告要求报告被许可方客户使用数据相关的任何其他信息。

Licensee's continued failure to provide any usage report requirements for more than thirty (30) days after SWIFT China has provided written notice of such breach shall constitute a material breach of the Agreement.

如果被许可方在 SWIFT 中国发出书面违约通知后的三十（30）天内仍未满足任何提供使用报告的要求，将构成对本协议的重大违约。

12.2. SWIFT China will, based on Licensee's report as set out in clause 12.1, verify the fees due to SWIFT China as set forth in the Proposal and send its invoice to Licensee for Successive Period.

SWIFT 中国应根据第 12.1 条规定的被许可方报告核实提案规定的应向 SWIFT 中国支付的费用，并向被许可方寄送后续期限的账单。

If the report provided by Licensee as per clause 12.1 is still within the same band of ongoing subscriptions, licenses, transactions or end-users per Licensee Product or other information with respect to usage of the SWIFTRef Data and there is no expected change of the band for the next year, there will be no commercial changes of the prices, charges and fees to the Agreement, unless specifically notified by SWIFT China.

如果被许可方根据第 12.1 条提供的报告仍在被许可方产品的持续订阅、许可、交易或终端用户或与 SWIFTRef 数据使用相关的其他信息的同一范围内，且预计下一年不会变更范围，则除非 SWIFT 中国明确通知，否则，本协议的价格、收费和费用不会发生商业性变更。

If the report provided by Licensee as per clause 12.1 confirms a variation in the band of ongoing subscriptions, licenses, transactions or end- users per Licensee's Solution or other information with respect to usage of the SWIFTRef Data, from what has been agreed in the e-Order, Proposal or other contractual document, the Licence prices, charges and fees can be changed by SWIFT China before the anniversary billing. In case price for a new band was stated in the Agreement, then this price applies. If the price for new band was not stated in the Agreement, then a new quotation and Proposal will be issued to Licensee. The invoice for the renewal year, will be set as per this new/adjusted price as confirmed in the latest Proposal.

如果被许可方根据第 12.1 条提供的报告确认，与电子订单、提案或其他合同文件中约定的内容相比，被许可方解决方案的持续订阅、许可、交易或终端用户的数量或 SWIFTRef 数据使用相关的其他信息发生了变化，则 SWIFT 中国可在出具年度账单之前变更许可价格、收费和费用。如果本协议中规定了新范围的价格，则该价格适用。如果本协议中未规定新范围的价格，则将向被许可方发出新的报价和提案。续期年度的账单应根据最新提案确认的新的/调整后的价格予以确定。

If Licensee wants to add some new SWIFTRef Data Solution, then Licensee needs to place a new e-order before the start of the new Successive Period.

如果被许可方想要添加一些新的 SWIFTRef 数据解决方案，则被许可方需要在新的后续期限开始之前下达新的电子订单。

In case SWIFT China didn't inform Licensee about new price for Successive Period the price is deemed to be the same for the coming Successive Period.

如果 SWIFT 中国未告知被许可方后续期限的新价格，则视为下一个后续期限的价格相同。

12.3. Licensee shall pay to SWIFT China all fees and charges applicable to it in accordance with the Agreement. Invoices are payable within thirty (30) days of receipt, in full and without any deduction, withholding, set-off or counterclaim. The invoice number must be quoted in the payment instruction. Any invoice not paid within thirty (30) days from invoice date will bear an interest charge corresponding to the then current late payment interest rate for commercial transactions as defined and published in the Belgian Gazette from time to time in accordance with the Belgian Late Payment Act of 2 August 2002 as amended by the Belgian Act of 22 November 2013 implementing Directive 2011/7/EU on combatting late payment in commercial transactions. All prices, charges and fees are net of any taxes. Present and future taxes (for example, withholding taxes, VAT, business taxes, consumption taxes, service taxes, sales taxes, taxes payable under a reverse charge mechanism, or any other similar taxes), as well as fines and penalties, or interest assessed directly or indirectly on such amounts, which may apply to fees or charges due for, or in connection with, the provision of SWIFT China services and products, are always (even retroactively) borne by Licensee. Licensee is solely responsible for reporting and paying any such local taxes (in addition to SWIFT China prices, charges and fees) in accordance with applicable laws and regulations. In the event a withholding tax is applicable, Licensee must increase or "gross-up" its payment such that SWIFT China receives the full amount due to it following application of such withholding. SWIFT China cannot be held responsible for seeking any refund of such local taxes, and will not initiate any procedure to that effect. An administration charge of EUR 100 may at SWIFT China's discretion be levied on accounts exceeding 60 days past due.

被许可方应根据本协议向 SWIFT 中国支付所有适用的费用和收费。账单应在收到后三十（30）天内全额付清，不得扣除、扣缴、抵销或反要求。账单编号必须在付款说明中注明。自账单开具日期起三十（30）天内未支付的任何账单将按照比利时《2002 年 8 月 2 日延迟付款法案》（经 2013 年 11 月 22 日比利时法案修订，该法案实施了欧盟关于打击商业交易中逾期付款的第 2011/7/EU 号指令）不时在比利时公报中定义和公布的商业交易当前延迟付款利率收取利息。所有价格、收费和费用均不含任何税费。当前和未来税费（例如，预扣税、增值税、营业税、消费税、服务税、销售税、根据反向收费机制应付的税费或任何其他类似税费）以及罚款和罚金或直接或间接就该等款项征收的利息（可能适用于因提供 SWIFT 中国服务和产品而到期应付或与之相关的费用或收费）始终（即使是追溯性的）由被许可方承担。被许可方应全权负责根据适用法律和法规报告并支付任何该等地方税费（在 SWIFT 中国价格、收费和费用之外）。如果适用预扣税，被许可方必须增加或"返计还原"其款项，以便在应用预扣税费后使 SWIFT 中国收到应支付的全额款项。SWIFT 中国不对此类地方税费的退款负责，且不会就此发起任何程序。SWIFT 中国可自行决定对逾期超过 60 天的账户征收 100 欧元的管理费。

Without prejudice to any other rights and remedies available to it, SWIFT China reserves the right to suspend the Licence immediately on notice to Licensee if any amount due has not been paid in full after three (3) reminders.

在不损害其现有任何其他权利和救济手段的情况下，如果被许可方经三（3）次提醒后仍未全额支付任何到期款项，SWIFT 中国保留在通知被许可方后立即暂停许可的权利。

12.4. All invoices are payable in the currency specified in the invoice.
所有账单均应以账单中规定的币种支付。

12.5. The fees are established for the granted Licence irrespective of any actual usage of the SWIFTRef Data. These fees shall be due and payable by Licensee to SWIFT China regardless of whether Licensee exercises the Licence under the Agreement.
无论 SWIFTRef 数据的实际使用情况如何，均因授予了许可而已确定了费用。无论被许可方是否使用了本协议项下的许可，上述费用均应由被许可方支付给 SWIFT 中国。

12.6. Applicable prices, charges and fees are incurred for the first time upon the date of the first availability for delivery of the Data and, subsequently, after every one (1) year (no pro-rata adjustment for partial years will be made) unless expressly provided otherwise in the Proposal. SWIFT China invoices at the end of the month in which the applicable price, charge or fee is incurred.
除非提案另有明确规定，否则，自首次提供数据之日起首次产生相关价格、收费和费用，且在之后每一（1）年（对于不完整年份，不得按比例调整）产生相关价格、收费和费用。SWIFT 中国将在相关价格、收费或费用产生当月结束时开具账单。

12.7. SWIFT China reserves the right to set off any balance or amount due from Licensee to SWIFT China against any balance or any amount payable by SWIFT China to Licensee.
SWIFT 中国保留以被许可方应向 SWIFT 中国支付的任何余额或款项抵销 SWIFT 中国应向被许可方支付的任何余额或款项的权利。

13 Audit
审计

13.1. SWIFT China reserves the right to check and approve how the Data within Licensee's Solution will be presented, listed, and stored before such Licensee's Solution becomes available to any Licensee's customers and at any moment during the term of the Agreement. Licensee shall provide such information, data, materials and assistance as is reasonably requested by SWIFT China to exercise its rights under this provision.
SWIFT 中国保留在任何被许可方客户获得被许可方解决方案之前以及在本协议期限内的任何时候检查并批准被许可方解决方案中的数据将如何呈现、列出和存储的权利。被许可方应提供 SWIFT 中国合理要求的信息、数据、材料和协助，以便其行使在本条款项下的权利。

13.2. Licensee shall at all times during the term of this Agreement maintain full and accurate records (including all relevant data in electronic format) with respect to access to and usage of the Data and Licensee's Solution covering at least the previous thirty-six (36) months.

在本协议期限内，被许可方应始终就数据和被许可方解决方案的访问和使用保留完整和准确的至少前三十六（36）个月的记录（包括电子格式的所有相关数据）。

During the term of this Agreement and for a twenty-four (24) month period thereafter, SWIFT China reserves the right, during normal business hours and upon reasonable notice to Licensee and subject to Licensee's reasonable security procedures, to (a) review relevant portions of these records; and (b) review the manner of Licensee's access to, and usage of the Data, in each case to confirm that the fees and charges have been accurately determined and that restrictions on use and access have been observed.

在本协议期限内以及之后的二十四（24）个月内，SWIFT 中国保留在正常营业时间内并在合理通知被许可方并遵循被许可方的合理安全程序的情况下进行以下活动的权利：(a)审查这些记录的相关部分；以及(b)审查被许可方访问和使用数据的方式。两者目的均为确认费用和收费被准确确定，且使用和访问限制得到遵守。

Furthermore, Licensee agrees, to permit SWIFT China, or its designated representative(s), to review or receive a demonstration at Licensee's premises of any network on or by which any Data is accessed for purposes of establishing compliance with the terms of this Agreement. The costs of such review shall be borne by SWIFT China unless such review reveals a breach of the terms and conditions of this Agreement, in which case the costs of such review shall be borne by Licensee.

此外，被许可方同意，允许 SWIFT 中国或其指定代表在被许可方的场所审查或接收任何网络（在该网络上或通过该网络访问任何数据）的演示，以确定是否符合本协议条款。此类审查的费用应由 SWIFT 中国承担，除非此类审查表明被许可方违反了本协议的条款和条件，在此情况下，此类审查的费用应由被许可方承担。

13.3. At SWIFT China's sole discretion, SWIFT China has the right to request a self-attestation duly signed by an authorised representative of Licensee certifying compliance with the terms of this Agreement.

经 SWIFT 中国自行决定，SWIFT 中国有权要求被许可方授权代表正式签署自我证明，证明其遵守本协议条款。

14 Non-disclosure
不得披露

The parties may disclose the existence of the Agreement, but will keep in confidence its specific terms, including but not limited to its financial and pricing terms.

双方可披露本协议的存在，但应对本协议的具体条款（包括但不限于财务和定价条款）保密。

The confidentiality obligations of the parties under the Agreement shall survive the termination or expiry of the Agreement and shall continue to apply as long as SWIFT China offers SWIFTRef licences or similar offerings, or the confidential information is protected under obligations of confidentiality applicable to that party or by intellectual property or trade secret rights.

本协议终止或到期后，双方在本协议项下的保密义务应继续有效，且只要 SWIFT 中国提供 SWIFTRef 许可或类似服务，或保密信息受适用于该方的保密义务保护或受知识产权或商业秘密权保护，本协议项下的保密义务应继续适用。

No party will make any communications or issue any press releases relating to this Agreement without the prior written approval of the other party.
未经另一方事先书面批准，任何一方均不得就本协议进行任何通信或发布任何新闻稿。

15 Duration
持续时间

The Agreement shall come into effect on the date when e-order of Licensee has been accepted by SWIFT China or the effective date of the Agreement in case of the absence of e-order and shall run for an initial term of one (1) year thereafter (the "**Initial Term**"). Unless terminated in accordance with Article 16, 17 or 18 of these SWIFTRef Licence Terms and Conditions, the term of this Agreement will, after the expiry of the Initial Term, automatically renew for successive one-year periods (each a "**Successive Period**"). In case either Party is not going to renew the Agreement, then it shall inform another Party according to the Article 16 (Termination for convenience).
本协议应于 SWIFT 中国接受被许可方电子订单之日生效，如果无电子订单，则本协议应于本协议生效日期生效，且初始期限为一（1）年（下称"**初始期限**"）。除非根据本SWIFTRef 许可条款和条件第 16 条、第 17 条或第 18 条终止，否则，本协议期限在初始期限届满后将自动每次续约一年（每一年为一个"**后续期限**"）。如果任何一方不打算续签本协议，则应根据第 16 条（便利终止）通知另一方。

16 Termination for convenience
便利终止

Each party may terminate the Agreement for convenience by giving the other party not less than three (3) months' prior notice of such termination in writing.
各方可至少提前三（3）个月书面通知另一方，以便利终止条款终止本协议。

17 Termination for cause
因故终止

Either party may terminate the Agreement immediately upon notice and without prior judicial intervention in any of the following events:
任何一方均可在通知后立即终止本协议，且无需对下列任何事件进行事先司法干预：

a. in the reasonable opinion of the terminating party, the other party committed a material breach of its obligations under the Agreement, which breach is either incapable of remedy or is not remedied within thirty (30) days after receipt of written notice specifying such breach or specified as material breach in the Agreement or in case of persistent breach;
    终止方基于合理理由认为另一方严重违反其在本协议项下的义务，且该等违约行为无法补救或在收到指明该等违约行为的书面通知后三十（30）天内未进行补救，或在本协议中被指定为严重违约，或持续违约；

b.   the other party engages in a course of conduct that has injured or is likely, in the opinion of the terminating party, to injure the reputation of such party, or its products as the case may be, and the other party does not discontinue said conduct, or cause it to be discontinued, within ten (10) days after receipt of written notice thereof;

另一方在终止方看来已经损害或处于很可能会损害该方或其产品（视具体情况而定）声誉的行为过程中，并且另一方在收到书面通知后的十（10）天内未中止该行为或使得该行为中止；

c.   the other party ceases to function as a going concern, or to conduct its operations in the normal course of business; or

另一方停止持续经营或停止正常经营行为；或

d.   receivership, bankruptcy or insolvency proceedings are commenced by or against the other party, or an assignment for the benefit of creditors occurs, or upon the voluntary winding up or liquidation of its business by the other party hereto, whether or not with the aid and assistance of any court.

另一方启动或针对其启动接管、破产或资不抵债程序，或为债权人之利益进行转让，或在另一方自愿清盘或清算其业务时，无论是否在任何法院的帮助和协助下进行。

18   Termination for change
因变更而终止

If Licensee objects to a change to the Agreement that Licensee can demonstrate materially adversely affects Licensee, Licensee may as its sole and exclusive right and remedy, terminate (without any liability or charge) the Agreement upon one (1) month prior written notice to SWIFT China. Licensee must serve such notice within one (1) month of the date on which Licensee becomes aware (or should reasonably have become aware) of such change.

如果被许可方反对一项对本协议的变更，且被许可方可以证明该变更对被许可方造成重大不利影响，则被许可方可以在提前一（1）个月书面通知 SWIFT 中国后终止（无需承担任何责任或费用）本协议，作为其唯一且排他的权利和救济手段。被许可方必须在获悉（或基于合理理由应获悉）此类变更后一（1）个月内送达此类通知。

19   Consequences of termination
终止的后果

Upon expiration or termination of the Agreement, whether for convenience, for change or for cause, the Licence granted per clause 2 shall automatically and immediately terminate and Licensee shall stop any further use of the Data,   permanently remove and delete the Data from the Licensee's Solution, and, (i) if requested by SWIFT China, certify the deletion in writing   and, (ii) Licensee shall promptly, following request of SWIFT China, return to the other party all confidential information (if possible).

在本协议届满或终止后，无论是以便利终止条款、因变更或因故终止，根据第 2 条授予的许可应自动立即终止，并且被许可方应停止进一步使用数据，从被许可方解决方案中永久删除数据，并且，(i) 如果 SWIFT 中国要求，以书面形式证明删除，以及，(ii)应 SWIFT 中国的要求，被许可方应及时向另一方归还所有机密信息（如可能）。

Notwithstanding the foregoing, Licensee may retain an archival record of the Data to the extent required by applicable law or regulation.

尽管有前述规定，被许可方可以在适用法律或法规要求的范围内保留数据的存档记录。

Termination does not relieve any party from any obligations under the Agreement which may have arisen prior to termination (e.g. fees and charges) or which expressly or by implication become effective or continue to be effective on or after such termination.
本协议终止并不免除任何一方在本协议终止前已经产生的（例如，费用和收费）、或在本协议终止之时或之后明示或默示生效或继续有效的本协议项下的任何义务。

Even if Licensee ceases to use the Data, it must continue to pay all fees and charges (if any) that may expressly or by implication become due until the expiry of the termination notice plus all fees and charges that may expressly or by implication become due on termination.
即使被许可方停止使用数据，其也必须继续支付所有明示或默示到期的费用和收费（如有），直至终止通知到期且所有明示或默示的费用和收费到期终止。

In case Licensee initiates termination of the Agreement for convenience or change, then the full annual fee remains due in full, and SWIFT China does not reimburse any charge or fee already paid by Licensee, even if the subscription terminates early unless it is specified otherwise elsewhere in the Agreement. Any such fees and charges must be paid in full except that future annual fees and charges will be pro-rated if Licensee has notified SWIFT China in writing of its intention to terminate this Agreement for convenience by notice according to the Article 16 (Termination for convenience).
如果被许可方以便利终止条款或变更原因终止本协议，则除非本协议另有规定，即使订阅提前终止，全额年费也应继续全额支付，并且 SWIFT 中国不会偿还被许可方已经支付的任何费用或开支。任何此类费用和收费必须全额支付，但如果被许可方根据第 16 条（便利终止）以书面形式通知 SWIFT 中国以便利终止条款终止本协议的意图，则未来的年度费用和收费将按比例支付。

If SWIFT China terminates the Agreement for convenience, and upon Licensee's prior written request to SWIFT China which should be submitted within three (3) months from termination notice, SWIFT China will reimburse charges and fees paid by Licensee on a pro-rata basis for the early termination. However, if SWIFT China terminates the Agreement for cause or Force Majeure, SWIFT China will not reimburse any fees or charges paid by Licensee.
如果 SWIFT 中国以便利终止条款终止本协议，且被许可方在终止通知后三（3）个月内向 SWIFT 中国提前提交书面请求，SWIFT 中国应就提前终止按比例偿还被许可方支付的费用和收费。但是，如果 SWIFT 中国因故或因不可抗力终止本协议，则 SWIFT 中国不会偿还被许可方支付的任何费用或收费。

20 Force Majeure
不可抗力

For the purposes of this clause force majeure event means any event or circumstance, or combination of events or circumstances, which is beyond the reasonable control of, and is not attributable to, the affected party (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.
在本条中，不可抗力事件系指超出受影响方（下称"**受影响方**"）合理控制、不能归因于受影响方、导致受影响方无法履行或延迟履行其在本协议项下的任何义务的任何事件或情况，或事件或情况的组合。

A force majeure event may include (without limitation) the following:
不可抗力事件可包括（但不限于）：

- An act or intervention of a public authority or court (including any codes of conduct, instructions, guidelines, decisions, (financial) sanctions, or rules issued by such public authority or court), or any changes in laws;
  公共机构或法院的行为或干预（包括任何行为守则、指示、指南、决定、（财务）制裁或该公共机构或法院发布的裁决），或法律的任何变更；

- Interruption or unavailability of power supplies, telecommunications networks, telecommunications services or IT-systems;
  -电力供应、电信网络、电信服务或 IT 系统中断或不可用；

- Sabotage, terrorism or threats of such acts;
  蓄意破坏、恐怖主义或此类行为的威胁；

- Fire, flood, atmospheric disturbance, lightning, storm, hurricane, cyclone, typhoon, tornado, earthquake, landslide, perils of the sea, soil erosion, subsidence, washout, drought, exceptionally heavy snow or rain, ice or other acts of God;
  火灾、洪水、大气扰动、闪电、风暴、飓风、气旋、台风、龙卷风、地震、滑坡、海上危险、水土流失、下沉、冲刷、干旱、异常大雪或大雨、冰或其他天灾；

- Acts of war or hostilities (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, military or usurped power, embargo, revolution, riot, insurrection, civil disturbance or civil war or rebellion;
  战争或敌对行动（无论是否宣战）、入侵、武装冲突或外国敌对行动、封锁、军事或篡权、禁运、革命、暴乱、起义、内乱或内战或叛乱；

- Strikes, lock-outs, or other industrial action or labour disputes (including, without limitation, strikes, lock-outs, or other industrial action or labour disputes that are limited to an enterprise or business unit of the relevant party or any company within its group);
  罢工、停工或其他行业行动或劳资纠纷（包括但不限于有关方的企业或业务单位或集团内的任何公司的罢工、停工或其他行业行动或劳资纠纷）；

- Epidemic, famine, quarantine or plague;
  流行病、饥荒、检疫或瘟疫；

- An act, event or circumstance which primarily affects a person other than the parties and which prevents or delays a party's performance under the Agreement provided that such act, event or circumstance is of a kind of character that, if it had happened to such party, it would have fallen within the definition of a force majeure above.
  主要影响双方以外的人士并妨碍或延迟一方履行本协议的行为、事件或情况，但前提是，该等行为、事件或情况具有某种性质，即，如果该等行为、事件或情况发生在该方身上，则该等行为、事件或情况应属于上述不可抗力的定义范围。

Subject to the Affected Party notifying the other party in writing, as soon as possible upon becoming aware of a force majeure event, of the force majeure event causing delay or non-performance and the likely duration of the delay or non-performance, and provided the Affected Party uses all commercially reasonable efforts to limit the effect of that 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 that the force majeure event persists and neither party shall be liable to the other party for such delay or non- performance.
在受影响方获悉不可抗力事件后，尽快以书面形式通知另一方导致延迟或不履行的不可抗力事件以及延迟或不履行的可能持续时间，且受影响方尽商业上合理的所有努力限制该延迟或不履行对另一方的影响的前提下，受影响方义务的履行以及另一方与此直接相关的义务履行在不可抗力事件持续期间应暂停，并且任何一方均无需就该延迟或不履行向另一方负责。

If performance is not resumed within sixty (60) days after that notice, either party may terminate the Agreement immediately by written notice to the other party and without any liability or charge being due on the basis of such termination.
如果在该通知后六十（60）天内未恢复履行，则任何一方均可通过向另一方发出书面通知立即终止本协议，且无需基于该终止承担任何责任或费用。

21 Liability
责任

21.1. To the maximum extent permitted by law and notwithstanding anything else contained herein, in no event shall the total maximum liability of SWIFT China for any and all causes (whether in tort, contract, indemnity or otherwise) for direct damages exceed either the invoice paid by Licensee in the last twelve (12) months, or if no amount has been paid, ten thousand (10,000) Euros.
在法律允许的最大范围内，尽管本协议中有任何其他规定，SWIFT 中国对任何及所有原因（无论是侵权行为、合同、赔偿还是其他）引起的直接损害的最高责任总额在任何情况下均不得超过：被许可方在过去十二（12）个月已支付的账单金额；或者如果未支付任何款项，则不得超过一万（10,000）欧元。

To the extent permitted by law SWIFT China's liability is subject to the following exclusions:
在法律允许的范围内，SWIFT 中国的责任不包括以下内容：

a) Even if SWIFT China has been advised of their possibility, SWIFT China excludes any liability for:
即使 SWIFT 中国已被告知其可能性，SWIFT 中国不承担以下任何责任：

    (i) any loss or damage the occurrence or extent of which is unforeseeable
不可预见的任何损失或损害

    (ii) any loss of business or profit, revenue, anticipated savings, contracts, loss or corruption of data, loss of use, loss of goodwill, loss of reputation, interruption of business, or other similar pecuniary loss howsoever arising (whether direct or indirect)
任何业务或利润、收入损失、预期储蓄、合同、数据损失或损坏、使用损失、商誉损失、声誉损失、业务中断或其他类似经济损失（无论其是直接还是间接造成）

    (iii) any indirect, special, or consequential loss or damage of any kind
任何类型的间接、特殊或附带损失或损害

    (iv) any (financial) sanctions, fines and penalties of any kind imposed by any competent authority
任何主管机构实施的任何（财务）制裁、罚款和处罚

SWIFT China is not obliged to perform or has no liability to the extent resulting from the provision or use of services or products not supplied by SWIFT China, or in the circumstances set out in this article or Article 20 (Force Majeure).
在提供或使用非 SWIFT 中国提供的服务或产品，或在本条或第 20 条（不可抗力）所规定的情况范围内，SWIFT 中国没有履行义务也不承担任何责任。

22 Indemnification
赔偿

Licensee shall indemnify and hold SWIFT China harmless from and against any and all costs, losses, damages, expenses, suits, actions, claims, penalties, fines, settlement amounts including legal fees, arising out of Licensee's possession and use of Data, including the integration of the Data into Licensee's Solutions and the commercialisation of Licensee's Solution to its customers.
对于因被许可方占有和使用数据（包括将数据整合到被许可方解决方案中以及将被许可方解决方案商业化提供给其客户）而导致的任何及所有成本、损失、损害、费用、诉讼、行动、索赔、处罚、罚款、和解金额（包括法律费用），被许可方应向 SWIFT 中国做出赔偿，并使其免受损害。

23 Applicable law and jurisdiction
适用法律和管辖

23.1. This Agreement is subject to the law of the People's Republic of China (without giving effect to any conflict of law provision that would cause the application of other laws).

本协议受中华人民共和国法律管辖（不适用任何可能导致适用其他法律的冲突法）。

23.2. Any dispute arising out of or in connection with these terms and conditions or in relation to a non-contractual claim arising out of these terms and conditions or in connection with them, shall be submitted to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration (the "**Arbitration**") under CIETAC's arbitration rules then in force (the "**Rules**") before three arbitrators appointed in accordance with the Rules. The place of the Arbitration shall be Beijing, the People's Republic of China.

因本条款和条件引起的或与之相关的任何争议，或因本条款和条件引起的或与之相关的非合同索赔相关的任何争议，应提交至中国国际经济贸易仲裁委员会（下称"**CIETAC**"），根据届时有效的 CIETAC 仲裁规则（下称"**规则**"），由根据该规则任命的三名仲裁员进行仲裁（下称"**仲裁**"）。仲裁地点应为中华人民共和国北京。

23.3. The language of the arbitration shall be English. Unless the Parties agree otherwise, all proceedings are to be held in English and the award shall be based solely on documents and information provided in the English language, including where the original was written in a language other than English.

仲裁语言应为英语。除非双方另有约定，否则，所有程序均应以英文进行，裁决应仅基于以英文提供的文件和信息，即使原件是以英文以外的语言撰写。

24 Miscellaneous
其他

24.1. Licensee understands that the Data (including portions of the Data provided by third parties) might be subject to export control, sanctions or other regulatory restrictions in effect from time to time. SWIFT China aims to comply with all laws and regulations applicable to it and therefore reserves the right to terminate the Agreement and the Licence provided hereunder based on restrictions arising from any EU, Belgian, US or other applicable sanctions regulations. By ordering the Data, Licensee represents, undertakes and warrants that it will at all times comply with any sanctions and export control regulation that is applicable to them and to the supply and use of the Data. Licensee also warrants that neither its Authorised Users nor its customers are targeted by any EU and/or US sanctions programs nor are designated on any related sanctions lists. SWIFT China hereby disclaims all liability for Licensee's non-compliance with the abovementioned laws and regulations.

被许可方理解，数据（包括第三方提供的部分数据）可能会受到不时生效的出口管制、制裁或其他监管限制的约束。SWIFT 中国旨在遵守所有适用于自身的法律和法规，因此保留根据任何欧盟、比利时、美国或其他适用的制裁法规产生的限制以终止本协议和本协议项下提供的许可的权利。通过订购数据，被许可方声

明、承诺并保证，其将始终遵守适用于这些数据以及数据供应和使用的任何制裁和出口控制法规。被许可方还保证，其授权用户或其客户均非任何欧盟和/或美国制裁计划的目标，也未被列于任何相关制裁名单上。SWIFT 中国特此声明，对被许可方不遵守上述法律和法规的情况不承担任何责任。

24.2. This Agreement constitutes the entire agreement of the parties, and supersedes all other oral or written representations, understandings, or agreements relating to the Licence or the subject matter hereof.
本协议构成双方之间的完整协议，并取代与许可或本协议主题事项相关的所有其他口头或书面声明、谅解或协议。

24.3. Licensee shall comply with the applicable laws and regulations including competition law and personal data protection law.
被许可方应遵守适用法律和法规，包括竞争法和个人数据保护法。

SWIFT China will process provided personal data in accordance with the SWIFT Privacy Statement available on www.swift.com.
SWIFT 中国将根据 www.swift.com 中提供的 SWIFT 隐私声明处理所提供的个人数据。

24.4. The Licensee is solely and exclusively responsible for its use of SWIFTRef Data.
被许可方应就其对 SWIFTRef 数据的使用自行承担全部责任。

In using SWIFTRef Data and conducting its business, the Licensee must always:
在使用 SWIFTRef 数据和开展业务时，被许可方必须始终：

- exercise due diligence and reasonable judgment, and must conduct itself with integrity and act in accordance with good industry practice and all relevant laws, regulations, and third-party rights, even if this restricts its usage entitlement under SWIFT China's governance;
行使尽职调查和合理判断，必须诚信行事，并遵守良好行业规范和所有相关法律、法规和第三方权利，即使这限制了其在 SWIFT 中国管辖范围内的使用权利；

- ensure it does not adversely affect SWIFT China's revenue, reputation, brand, goodwill or cooperative finality.
确保其不会对 SWIFT 中国的收入、声誉、品牌、商誉或合作终局性产生不利影响。

Without prejudice to the generality of the foregoing, the Licensee must:
在不影响前述规定一般性的情况下，被许可方必须：

a) perform due diligence and apply adequate know-your-customer principles to its counterparts.
履行尽职调查，并对相对方适用"充分了解客户"原则。

b) ensure not to use, or try to use, SWIFTRef Data for illegal, illicit or fraudulent purposes, and refrain from any practices that might create confusion about the purposes for which

SWIFT China services and products are used (typically, practices that would not permit a clear identification of or would misrepresent the parties effectively involved in a transaction or the nature of the transaction)

确保不将 SWIFTRef 数据用于或试图将其用于非法、违法或欺诈性目的，并避免任何可能对 SWIFT 中国服务和产品的使用目的产生混淆的做法（通常是，使无法明确识别或将歪曲有效参与交易的当事方或交易性质的做法）

c) seek and obtain all necessary or advisable consents and authorisations to perform under the Agreement and enter into all necessary contractual arrangements in order to ensure that no laws, regulations, or third-party rights are violated (including laws and regulations regarding banking, money transmission, securities, money laundering, terrorist financing, economic sanctions, anti-bribery and corruption, competition, outsourcing and data transmission).

寻求并获得履行本协议的所有必要或适当的同意和授权，并签订所有必要的合同安排，以确保不违反法律、法规或第三方权利（包括关于银行、货币传输、证券、洗钱、恐怖主义融资、经济制裁、反贿赂和腐败、竞争、外包和数据传输的法律和法规）。

d) comply with all relevant laws and regulations regarding the export, re-export, import, and use of SWIFTRef Data Solutions and Data.

遵守关于 SWIFTRef 数据解决方案和数据的出口、再出口、进口和使用的所有相关法律法规。

24.5. Licensee acknowledges and agrees that SWIFT China has the right to revisit or reconsider the terms (including pricing) of the Agreement including the SWIFTRef Licence Terms and Conditions, and upon prior reasonable advance written notice to Licensee (letter, release letter, newsletter, website publication or email), change such terms.

被许可方确认并同意，SWIFT 中国有权重新审查或重新考虑本协议的条款（包括价格），包括 SWIFTRef 许可条款和条件，并在事先合理书面通知被许可方（信函、发布函、简讯、网站出版物或电子邮件）后变更该等条款。

24.6. 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 addressed to the contact person identified in the Proposal (or to any other contact person notified in writing to the other party) or to the latest contact details (if any) notified by the other party for such matters pursuant to the provisions of this clause, or the latest registered or principal office so communicated by the other party.

本协议要求或允许发出的或与之相关的任何通知、请求、要求、指示或其他通信应发送至提案中指定的联系人（或以书面形式通知另一方的任何其他联系人）或另一方根据本条规定就此类事项通知的最新联系方式（如有）或另一方如此方式告知的最新注册或主要办公地址。

All notices from one party to the other will be in English and in writing, whether in paper form (typically, post or courier with acknowledgement of receipt) or in electronic form (typically, e-mail, SWIFT China e-form, SWIFT China e-invoice, statement on SWIFT's websites or in a SWIFT China release letter, newsletter or

magagine, installation notice for SWIFT China services and products, or facsimile transmission).

一方向另一方发出的所有通知均应采用英文和书面形式，无论是纸质形式（通常为邮寄或快递并确认收到）还是电子形式（通常为电子邮件、SWIFT 中国电子表格、SWIFT 中国电子账单、SWIFT 网站声明或 SWIFT 中国发布函、简讯或杂志、SWIFT 中国服务和产品安装通知、或传真）。

24.7. Unless expressly agreed otherwise between the parties elsewhere in the Agreement, in the case of discrepancies between these SWIFTRef Licence Terms and Conditions and the Proposal or any related documents, these SWIFTRef Licence Terms and Conditions will prevail.

除非双方在本协议其他地方另有明确约定，否则，如果本 SWIFTRef 许可条款和条件与提案或任何相关文件之间存在不一致，应以本 SWIFTRef 许可条款和条件为准。

24.8 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.

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。