



Sibos 2023 POAP NFT Terms of Use

1. Introduction.

S.W.I.F.T. SC ("Swift") registered at the address: Avenue Adèle 1, B-1310 La Hulpe, Belgium is an organizer of the annual Sibos conference ("Sibos"). During Sibos 2023 which took place in Toronto, Swift organized the Innotribe Quest ("Event"). In relation to the Event, participants of the Event could collect digital badges ("POAP badges"), which helped evidence their participation in the Event, as a Proof of Attendance Protocol or "POAP"). Such POAP badges are convertible to POAP non-fungible tokens ("NFTs"). Such POAP badges may also be used by Event participants to demonstrate their loyalty to Sibos or Swift for years to come, and to serve as a memory of their attendance at Sibos.

POAP NFTs, as collectible NFTs, are issued and minted under the POAP. The POAP smart contracts are currently governed by POAP Inc. [Such minted POAP NFTs do not have any cash value.]

2. Acceptance of Terms.

The Event participants who converted POAP badges to the NFTs and as subsequent NFT owners who collected their associated NFTs as a consequence (all together referred to as "NFT owners") shall comply with these terms ("Terms"). By obtaining NFTs, NFT owners agree to comply with these Terms and applicable laws and regulations.

NFT owners by collecting NFTs represent and warrant that they are the age of majority in their place of residence and have the legal capacity to enter into this Agreement; (b) that they will use the NFTs and the NFT Content only for lawful purposes and in accordance with these Terms; and (c) will not use the NFTs or the NFT Content to violate any right of Swift, its licensors, or any third party.

3. Intellectual property.

"NFT Content" means any art, design, trademark, logo, drawings and/or other digital content owned by or licensed to Swift and that was minted as, or otherwise associated with, the NFT.

Subject to acceptance and compliance with these Terms, NFT owners obtain a limited royalty-free non-exclusive license to the NFT Content as described in these Terms to use, copy, and display NFTs for personal, non-commercial use. NFT owners shall keep all copyright or other proprietary notices.

Swift (and, as applicable, its licensors) retains the intellectual property rights in NFT Content including copyright. NFT owner owns the NFT associated with the NFT Content, but do not own any intellectual property rights or other rights in the NFT Content except the license grants expressly set forth herein. The right to use NFT Content is limited to the license as set out in these Terms. The license to NFT Content applies only to the extent that NFT owners remains the valid holder and owner of their NFTs associated with the NFT Content.

Swift or its licensors jointly and severally reserve the right to suspend, modify any or discontinue any NFT Content for technical or other reasons.

The license for NFT Content doesn't provide any rights to use Swift trademarks and brands including but not limited to Swift, Swift logo, and Sibos. All rights in the Swift trademarks and brands remain vested in Swift. NFT owner may not use or attempt to register any asset, including any domain names, social media accounts or related addresses, that contains or incorporates any part on Swift trademarks, other representation, name or mark that may be confusingly similar to Swift trademarks, service marks, trade names, brands, and/or logos.

The license does not include the right to create or own derivative works of the NFT Content. The limitations in this section of the Terms shall survive the expiration or termination of the NFT license. Non-compliance with the terms established in this section shall constitute a material breach of these Terms for which Swift or its licensors may exercise its right to destroy or terminate any NFTs used or collected in violation of these Terms.

4. Use and transfer of NFTs

NFTs are provided to Event participants by Swift for free for non-commercial use only. The use and transfer of NFTs shall be compliant with all applicable laws and regulations.

NFT owners are allowed to sell, trade, showcase or otherwise transact the NFTs, or NFT owner may purchase or otherwise obtain a NFT, on any smart contract enabled secondary marketplaces, platforms and exchanges operated by third parties where users can sell, purchase, trade, transfer, list for auction and bid on NFTs. Swift has no control or connection with any secondary NFT marketplace or third-party services. NFT owners are solely responsible for any payments in connection with NFTs such as taxes related to NFT transactions.

Any transfer of NFT shall be subject to the following conditions:

- any such sale, transfer and/or disposal shall be in accordance with applicable laws and regulations;
- any such sale, transfer and/or disposal will result in the transfer of these Terms to such new owner, and the selling NFT owner shall no longer have the benefits set out under these Terms;
- NFT owner's license to the NFT Content has not been terminated prior to such transfer.

5. Restrictions.

NFT owner may not and will not permit any third party to do or attempt to do any of the following:

- use NFTs or NFT Content for unlawful purposes;
- remove legal, IP or proprietary notices;
- copy, reproduce, modify, embed, incorporate to another content, and/or create any derivative works of NFT Content;
- use NFT Content for NFT owner's and/or any other third party's commercial benefit, including in any advertising, marketing or promotion, selling copies of NFT Content or its derivative works;
- use NFT Content in connection with images, videos, and/or other forms of media that depict hatred, intolerance, violence, cruelty, politics or anything else that could reasonably be found to constitute hate speech or infringe upon the rights of others;
- use NFT Content in a manner that harms Swift interests, reputation and/or Swift products, services and events;
- to mint, tokenize, or create an additional cryptographic token representing NFT Content on any platform;
- decompile, disassemble, or reverse engineer any part of the NFT or NFT Content;
- upload invalid data to POAP and NFT resources, networks and platforms;

- carry out any cyber malicious acts which can harm Swift, NFTs or NFT Content;
- circumvent, disable or otherwise interfere with cybersecurity-related features of the NFT that prevent or restrict use or copying of any IP or enforce limitations on use of NFT Content.

6. Disclaimers.

NFTs and NFT Content are provided “as is” and “as available” without warranty of any kind. Swift makes no representation of any kind with respect to NFTs and NFT contents including but not limited to merchantability for fitness for particular purpose, compatibility, authenticity, quality, title, non-infringement, technical performance and features, error-free, cyber risks free, accessibility or compatibility. Swift hereby disclaims any and all such warranties, express and implied.

7. Liability.

NFT owner hereby acknowledge and agree that there are risks associated with accepting, acquiring, purchasing, holding, and using the NFTs, and Swift shall have no liability in connection with any such risks or their consequences, nor shall NFT owner have any claims against SWIFT for any breach of these Terms by a subsequent purchaser of the NFT.

NFT owners are solely responsible for their use and transfer of NFTs including compliance with applicable regulations. Swift is not liable for any loss or damage resulting from the use and transfer of POAP badges, NFTs and NFT Content.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, SWIFT EXPRESSLY EXCLUDES ALL LIABILITY FOR ANY COSTS, LOSSES, CLAIMS, DAMAGES, EXPENSES OR PROCEEDINGS OF WHATEVER NATURE INCURRED OR SUFFERED BY THE NFT OWNER ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH USE, INABILITY TO USE AND TRANSFER OF POAP BADGES, NFT AND NFT CONTENT WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE.

8. Indemnity

NFT owner shall indemnify and hold harmless Swift, Swift affiliates and its licensors, and its and their respective officers, agents, directors, representatives, contractors, and employees, from and against any and all claims, suits, demands, actions, losses, liabilities, damages, judgements, penalties, fines, expenses and other costs (including reasonable attorneys' fees) arising from NFT owner's breach or alleged breach of these Terms.

9. Changes to Terms

Swift may update these Terms from time to time and at SWIFT's sole and absolute discretion. NFT owner's continued use of the NFTs constitutes acceptance of the modified Terms provided that Swift will use reasonable efforts to provide notice of material changes to these Terms, such as by providing notice through the Swift website or by e-mail.

10. Termination

The license granted to NFT owner under these Terms applies only to the extent that NFT owner have accepted and compliant with these Terms and that NFT owner lawfully accepted, purchased or acquired the NFT and that NFT owner continues to own the applicable NFT.

The license to NFT Content granted under these terms will automatically terminate, with all rights returning to Swift if: (a) NFT owner breach any of the Terms which shall include, without limit, selling, assigning, transferring, or otherwise disposing of the NFT in a way not allowed specifically under this Terms; or (b) NFT owner's use of, or dealing in, the NFT and/or NFT Content is unlawful or otherwise prohibited by applicable laws and regulations. In the event NFT owner did not lawfully accept the NFT or upon any termination of the license, Swift reserves all rights to disable NFT owner's access to the NFT Content and/or deny NFT owner access to any further benefits, services or goods associated with the NFTs (if applicable) and NFT owner shall delete, remove or otherwise destroy any backup or digital copy of the NFT Content.

11. Privacy.

Swift may share certain personal data with third-party vendors, such as POAP Inc., for the purpose of providing POAP badges to participants or other partners, for the purpose of distributing certain benefits earned while participating to the Event. When converting a POAP badge into a POAP badge NFT, NFT owner will be directed to POAP's website, where POAP's Terms of service and privacy policy will apply. For more information on POAP's privacy practices, please refer to [POAP Privacy Policy](#).

Personal data collected in connection with POAP badges and NFTs is used in accordance with Swift Privacy Statement available at swift.com

12. Reservation of rights.

All rights in and to the NFT Content not expressly provided for in this Terms are hereby reserved by Swift [and/or its licensors].

13. Assignment

NFT owners cannot assign their rights associated with NFT and NFT Content unless otherwise expressly stated in these Terms. Swift has the unrestricted right to assign any or all of its rights and obligations under these Terms.

14. No waiver.

Delay or failure by any party to exercise any of its rights or remedies under the Terms shall not be interpreted nor shall operate as a waiver of such rights or remedies.

15. Severability.

If any part of the Terms is found to be invalid, unlawful, or unenforceable, then such part will be severed from the remainder which will continue to be valid and enforceable to the fullest extent permitted by law. Upon determination that any term or other provision is invalid, unlawful or unenforceable, the parties shall negotiate in good faith to modify the Terms 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 hereby is not affected in any manner materially adverse to either party.

16. Force Majeure.

Swift will not be responsible for any failure to fulfill any obligation due to any cause beyond Swift control whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident,

adverse weather, inability to secure transportation, governmental act or regulation and other causes or events beyond Swift's reasonable control, whether or not similar to those which are enumerated above.

17. Governing Law and Dispute resolution

These Terms and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with the laws of Belgium.

Any dispute should first be submitted to Swift, and the parties will attempt to solve them amicably. If no satisfactory solution can be reached, disputes will be subject to the exclusive jurisdiction of the competent court in Brussels.

NFT owner agrees that NFT owner may bring claims against Swift only in NFT owner's individual capacity. NFT owners agree to waive the right to participate in a class action lawsuit or class-wide arbitration.

To the maximum extent permitted by applicable law, NFT owner agree that any cause of action arising out of or related to the services must commence within one (1) year after the cause of action accrues; otherwise, the cause of action is permanently barred.

18. Entire agreement

These Terms constitute the entire agreement, and supersedes any and all prior or contemporaneous agreements and understandings between the parties, whether written or oral, with respect to such subject matter.