Testing - Terms and Conditions
(January 2024)

S.W.I.F.T. SC (**Swift**) may allow a customer or company to evaluate and test (**Testing**) one or more Swift products, services, and/or releases it has launched or intends to launch. To this end, Swift invites selected customers or companies (each one, a **Participant)** to access and participate in such Testing.
The present Terms and Conditions govern the participation of a Participant in Testing organized and made available by Swift.

1. **Deliverables**. During the Testing, Swift may make prototype or other versions of a product, service, or release and a test environment (**Test Environment**) provisioned by Swift, as well as related documentation (such products, services, releases, documentation and Test Environment collectively, the **Deliverables**), available to the Participant for Testing. The Test Environment will not involve the Swift messaging network.

2. **Purpose limitation**. The Participant may use the Deliverables (including the Test Environment) for the sole purposes of Testing during the Testing period prescribed by Swift, and will cease any such use upon termination of its participation in Testing, whether such termination is communicated or initiated by Swift or the Participant. Testing is intended to be temporary. In carrying out Testing, Participant will comply with these Terms and Conditions and all instructions issued by Swift.

3. **IP rights**. Except as expressly stated otherwise herein, neither Swift nor the Participant transfers or grants any of its intellectual property or intellectual property rights to the other.   Should Participant provide Swift with any suggestions or feedback (whether in written or oral form) (collectively, **Feedback**) regarding any Deliverables, the Participant agrees that Swift may use such Feedback as it sees fit and that Swift will own the intellectual property rights on such Feedback. If and when its Feedback includes subject matter protected by intellectual property rights, the Participant agrees that submitting such Feedback includes the transfer of the related intellectual property rights to Swift. Swift grants the Participant a non-exclusive licence back to use such Feedback for any purposes and in any manner whatsoever.

4. **No warranties, etc**. ALL SWIFT DELIVERABLES, INCLUDING THE TEST ENVIRONMENT, ARE PROVIDED 'AS IS'. EXCEPT TO THE EXTENT PROHIBITED BY LAW, SWIFT DOES NOT GIVE AND EXCLUDES ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE DELIVERABLES, SUCH AS BUT NOT LIMITED TO, ANY GUARANTEE AS TO THEIR QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SUPPLY OR AVAILABILITY. POSSESSION, INSTALLATION AND USE OF THE DELIVERABLES ARE AT PARTICIPANT'S RISK AND UNDER PARTICIPANT'S SOLE AND EXCLUSIVE RESPONSIBILITY.

5. **Confidentiality**. The Deliverables are confidential and may be used by the Participant for the sole purposes of Testing. Swift partners (registered providers) will be bound by the confidentiality terms, *mutatis mutandis*, that are set out in the Swift Partner Programme Terms and Conditions (available on swift.com), as they apply to registered providers. Other Participants will be bound by the confidentiality articles, *mutatis mutandis*, as set out in the Swift General Terms and Conditions (available on swift.com) as they apply to customers, in each case regarding use, confidentiality and non-disclosure of information.

6. **Test data and Testing only**. When conducting Testing or using any of the Deliverables, the Participant may only use test data (which means either anonymised or fictitious data). None of the Deliverables (including the Test Environment) can be used by a Participant to carry out any actual or live business transactions or production.

7. **Liability**. Any use of the Deliverables (including the Test Environment) is at the Participant's own risk and under its sole and exclusive responsibility. Swift shall have no liability for indirect, special or consequential losses, punitive damages, loss of business or profit, revenue, anticipated savings, contracts, loss of or corruption to data, loss of use, loss of goodwill, interruption of business or claims of other parties against the Participant or other similar pecuniary loss or damage, howsoever arising, even if Swift has been advised of their possibility. Swift shall no liability resulting from the provision or use of services or products (including any third party testing environment) not supplied by SWIFT. Except for fraud or willful misconduct by Swift, the Participant agrees that Swift's entire liability related to the provision and use of the Deliverables (including the Test Environment), whether in contract, tort or otherwise, will be limited to a total amount not to exceed 10,000 Euro. Participant agrees that when accessing the Test Environment it shall not do anything or upload any files which may cause harm to the Test Environment (which may include a third party environment) and shall be fully responsible for any damages if it fails to comply with this requirement. In no event shall Swift's licensors, service providers or vendors be liable to the Participant for any loss or damage of any kind with respect to or in connection with its possession or use of the Deliverables and/or its participation in the Testing, whether arising from contract, tort or any other theory of liability.

8. **Antitrust compliance**. In any discussions involving other Participants and/or Swift, the Participant must always comply with applicable antitrust and competition laws. This means that the Participant must limit such discussions to matters relating to Testing and may not discuss, disclose or make available competitively sensitive information regarding its services, products or business.

9. **Costs**. Each party shall pay its own costs incurred in connection with the Testing. Unless otherwise agreed by Participant, Swift will not charge for Testing.

10. **Personal capacity**. The Participant may not transfer any rights or obligations in connection with its participation in Testing without Swift's prior written consent.

11. **Duration**. These Terms and Conditions remain in effect until termination of Testing, as notified at any time by Swift to Participant, unless terminated early by Swift or the Participant for convenience upon one-week prior notice.

12. **Modifications**. These Terms and Conditions reflect the entire understanding of the parties in respect of their subject matter and can only be modified via online acceptance of such modifications by the Participant or in a writing signed by the party to be charged with such modification.

13. **Surviving clauses**. The provisions of these Terms and Conditions which, expressly or by their nature, survive expiration or termination of the Terms and Conditions, including but not limited to clauses 3 (IP rights), 4(No warranties, etc.), 5 (Confidentiality), and 7 (Liability), remain in effect after the expiration or termination of these Terms and Conditions or of Testing.

14. **Dispute resolution**. These Terms and Conditions are governed by Belgian law and all disputes will be submitted to the exclusive jurisdiction of the Brussels courts, Belgium.