DIRECTORIES DATA COLLECTION TERMS

Last updated on 18 February 2016

SWIFT collects data from customers via different channels for the purposes of populating its Directories. The present terms govern the collection and subsequent exploitation by SWIFT of such data, and set out the responsibilities of SWIFT and the customer supplying the data ("**Data Supplier**").

1. **SWIFT**. Provided that the data submitted by Data Suppliers reaches critical mass, SWIFT will use commercially reasonable efforts to produce Directories for the benefit of the financial community.

2. **The Data Supplier**. The Data Supplier must ensure that the supplied data is accurate, complete, and reliable and must promptly report any changes to ensure that the data remains accurate, complete, and reliable.

3. **Data Protection**. SWIFT does not currently collect data relating to individuals ('personal data') for purposes of populating its Directories, except in the context of its Workers' Remittances Directories, where SWIFT collects contact details of Data Supplier's staff responsible for submitting data ("**Reference Data Manager**"). SWIFT processes such contact details for the purposes set out in the Workers' Remittances service documentation, according to its Privacy Statement.

4. **Intellectual Property Rights**. The Data Supplier retains the intellectual property rights that it has on the supplied data (if any) and grants SWIFT a non-exclusive, perpetual, and royalty-free right to use such data for the purposes of developing and commercialising its Directories. As the entity making the substantial investments in collecting, verifying and presenting the data in its Directories, SWIFT is the exclusive owner of the database producer's rights in those products.

5. **Delegation**. In case the Data Supplier authorises a third party (for instance a Service Bureau) to provide data to SWIFT on the Data Supplier's behalf, the Data Supplier is responsible for such third party's compliance with the present terms, and must communicate such third party's name, address, and details to SWIFT, before SWIFT can authorise such third party to supply data on behalf of the Data Supplier

6. **Acceptance**. By supplying data to SWIFT via one of the channels that references these terms, the Data Supplier is considered as having accepted the present terms.

7. **Applicable Law and Dispute Resolution**. These terms are submitted to Belgian law and to the jurisdiction of Belgian courts.