

SWIFT China SWIFTRef Products Terms and Conditions

SWIFT中国SWIFTRef产品条款和条件

June 24, 2022
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The following terms and conditions govern the license and use of the following products (together the “**SWIFTRef products**” and individually “**SWIFTRef product**”):

以下条款和条件适用于以下产品（统称或单称为“**SWIFTRef产品**”）的许可和使用：

a) SWIFTRef files:
SWIFTRef文件:

1. Bank Directory Plus
Bank Directory Plus
2. IBAN Plus
IBAN Plus
3. Payment Plus (contains Bank Directory Plus, SEPA Plus, SSI Plus, SWIFTRef Reach Plus)
Payment Plus（包含 Bank Directory Plus、SEPA Plus、SSI Plus、SWIFTRef Reach Plus）
4. SEPA Plus (contains IBAN Plus)
SEPA Plus（包含IBAN Plus）
5. SSI Plus (contains SSI Retail, SSI Wholesale)
SSI Plus（包含SSI Retail、SSI Wholesale）
6. SSI Retail
SSI Retail
7. SSI Wholesale
SSI Wholesale
8. BIC Archive*
BIC Archive*
9. BIC Directory
BIC Directory
10. EURO1/STEP1 Directory
EURO1/STEP1 Directory
11. Currency, Country and Holiday Directory (“**CCH**”)
Currency, Country and Holiday Directory (“**CCH**”)

12. Alliance Bank file
Alliance Bank file
13. Entity Plus
Entity Plus
14. SWIFTRef Reach Plus
SWIFTRef Reach Plus
15. Bank Directory for SAP
Bank Directory for SAP
16. UK SEPA IBAN-only Directory
UK SEPA IBAN-only Directory
17. BIC Plus
BIC Plus
18. BIC Directory 2018
BIC Directory 2018

**b) SWIFTRef Online Lookup Tools:
SWIFTRef联机查找工具:**

1. BIC Directory Online
BIC Directory Online
2. Bankers World Online
Bankers World Online
3. MT094 Online
MT094 Online
4. BIC Archive Online
BIC Archive Online
5. SWIFTRef Online (contains BIC Directory Online, Bankers World Online, MT094 Online and BIC Archive Online)
SWIFTRef Online (包含BIC Directory Online、Bankers World Online、MT094 Online和BIC Archive Online)

The terms and conditions contained in Annex I apply to Bankers World Online, in addition to the other terms and conditions herein. In case of any conflict or inconsistency between the terms and conditions contained herein and those contained in Annex I, the terms and conditions of Annex I shall prevail.

除本协议的其他条款和条件外，附录I中的条款和条件也适用于Bankers World Online。如果本协议中的条款和条件与附录I中的条款和条件之间存在任何冲突或不一致，应以附录I中的条款和条件为准。

**c) SWIFTRef Corporate Packs:
SWIFTRef企业包:**

1. Corporate Pack One (contains IBAN Plus, and Bankers World Online)
Corporate Pack 1 (包含IBAN Plus和Bankers World Online)
2. Corporate Pack Two (contains Bank Directory Plus, IBAN Plus, Bankers World Online and Bank Directory for SAP or for Oracle)
Corporate Pack 2 (包含Bank Directory Plus、IBAN Plus、Bankers World Online和用于SAP或Oracle的Bank Directory)
3. Corporate Pack Three (contains Payments Plus, Bankers World Online and Bank Directory for SAP or for Oracle)
Corporate Pack 3 (包含Payment Plus、Bankers World Online和用于SAP或Oracle的Bank Directory)

**d) SWIFTRef APIs
SWIFTRef API**

**e) SWIFTRef Data Manager
SWIFTRef数据管理器**

**f) BIC Directory Paper
纸质BIC目录**

Terms and conditions
条款和条件

**1. Parties
缔约方**

1.1 The SWIFTRef products are developed by the Society for Worldwide Interbank Financial Telecommunication SC (“SWIFT”) and commercialised by S.W.I.F.T. (China) Limited (“SWIFT China”). SWIFT issues BICodes in its capacity as ISO 9362 Registration Authority for Business Identifier Codes.
SWIFTRef产品由环球银行金融电信协会（“SWIFT”）开发，并由环球融讯网络技术服务（中国）有限公司（“SWIFT中国”）商业化。SWIFT以ISO 9362商业识别码（BIC）注册机构的身份发布BICode。

1.2 “Customer” is the entity who ordered one or several of the SWIFTRef products.
“客户”系指订购一个或多个SWIFTRef产品的实体。

1.3 The SWIFTRef products are not available for individual consumers.
SWIFTRef产品不适用于个人消费者。

**2. Delivery
交付**

2.1 The Customer may choose from any of the following delivery methods for the SWIFTRef products:

客户可选择SWIFTRef产品按以下任一方式交付：

- a) Manually downloading directory files from www.swiftrefdata.com and www.swift.com
从www.swiftrefdata.com和www.swift.com手动下载目录文件
- b) Automated reception of directory files from www.swiftrefdata.com
从www.swiftrefdata.com自动接收目录文件
- c) Receiving directory files through the SWIFTNet FileAct
通过SWIFTNet FileAct接收目录文件
- d) Online lookup of reference data using web-based applications hosted on www.swiftrefdata.com
使用托管于www.swiftrefdata.com且基于web的应用程序在线查找参考数据
- e) Online lookup of reference data using APIs (Application Programmable Interfaces)
使用API（应用程序可编程接口）在线查找参考数据
- f) SWIFTRef Data Manager, software application downloaded from the SWIFT Website
通过SWIFTRef数据管理器（一种从SWIFT网站下载的软件应用程序）
- g) Paper BIC directory is distributed as a paper copy.
纸质BIC目录以纸质副本分发。

The Customer may choose to have more than one delivery method simultaneously at an additional cost.
客户可以选择同时使用一种以上的交付方式，但需要额外收费。

2.2 The Customer is responsible for obtaining the adequate hardware and software (except where agreed otherwise with SWIFT China) necessary to access, install or otherwise make use of the SWIFTRef products. Not all delivery methods are available for every SWIFTRef product in the SWIFTRef portfolio.

客户负责获得访问、安装或以其他方式使用SWIFTRef产品所需的适当硬件和软件（除非与SWIFT中国另有约定）。并非所有交付方法都适用于SWIFTRef产品组合中的每个SWIFTRef产品。

3. Allowed usage 允许使用

3.1 SWIFTRef files may be used solely for the following purposes:
SWIFTRef文件仅可用于以下目的：

- Internal consultation
内部咨询
- Integration with a messaging application

与报文应用程序集成

- Upload to an ERP-system used by the Customer for its own business (whether developed by the Customer or a third-party)
上传至客户用于自身业务的ERP系统（无论由客户或第三方开发）

3.1.1 Customer agrees that use must in all cases be done in accordance with the license type restrictions set out in Clause 4 with the exception of the following SWIFTRef files:

客户同意，在所有情况下，必须按照第4条规定的许可类型限制进行使用，但以下SWIFTRef文件除外：

- The **EURO1/STEP1 Directory** is only available to EURO1/STEP1 participants, who may use it for their internal consultation and for integration with a messaging application used for their own business. SWIFT develops, maintains, and publishes the EURO1/STEP1 Directory at the request of EBA/ABE Clearing S.A.S. SWIFT does not charge EURO1/STEP1 participants for their access and use of the EURO1/STEP1 Directory.

EURO1/STEP1 Directory仅适用于EURO 1/STEP1参与者，可以将其用于内部咨询以及与用于自身业务的报文应用程序集成。SWIFT应EBA/ABE Clearing S.A.S.的要求制定、维护并发布EURO1/STEP1 Directory。SWIFT不会就EURO 1/STEP1参与者访问和使用EURO1/STEP1 Directory收取费用。

- The **UK SEPA IBAN-only Directory** is a product operated by SWIFT on behalf of Payments UK. The data contained therein is provided by UK financial entities for the sole purpose of identifying the correct SEPA BIC for a UK IBAN. The access to and further use of the UK SEPA IBAN-only Directory as well as the download and use of the SEPAIO data are governed by the *SEPA IBAN-only Directory terms and conditions- Standard User License* as available on the *SWIFT Website > About Us > Legal > Terms and Conditions > Other T&Cs*.

UK SEPA IBAN-only Directory是SWIFT代表Payments UK运营的产品。其中包含的数据由英国金融实体提供，唯一目的是确定英国IBAN的正确SEPA BIC。访问和进一步使用UK SEPA IBAN-only Directory以及下载和使用SEPAIO数据受*SEPA IBAN-only Directory 条款和条件-标准用户许可*的管理，如*SWIFT网站> 关于我们 > 法律 > 条款和条件 > 其他条款和条件*所示。

The license type restrictions set out in Clause 4 do not apply to the SWIFTRef files described in Clause 3.1.1.

第4条中规定的许可类型限制不适用于第3.1.1条中描述的SWIFTRef文件。

3.2 The **Alliance Bank File** may only be used for integration with Alliance Access/Entry software licensed by SWIFT or SWIFT China, and may not be used in any other third party software.

Alliance Bank File仅可用于与SWIFT或SWIFT中国授权的Alliance访问/进入软件进行集成，不得用于任何其他第三方软件。

3.3 The **SWIFTRef Online Lookup tools** may be used for internal consultation purposes only. The license fee is determined by the number of physical users using the tool at the same time worldwide (“**Concurrent Users**”). The total number of registered users for the product is not relevant.

SWIFTRef在线查找工具可能只能用于内部咨询目的。许可费由全球同时使用该工具

的物理用户数量决定（“并发用户”）。该产品的注册用户总数与此无关。

3.4 SWIFTRef APIs offer financial institutions, corporates and third party service providers an automated product for real-time identification and validation of reference data contained within the SWIFTRef utility. The product supports application-to-application API calls between the User's application and the SWIFTRef utility. SWIFTRef APIs are designed to be embedded into Customer applications for the sole purpose of real-time reference data lookup. APIs require a valid User account on swift.com with access to the SWIFTRef API product. User accounts used for accessing APIs must be uniquely set up for this purpose and may not be used to access other SWIFTRef products. Detailed guidelines for using SWIFTRef APIs are outlined in the technical specifications document available on www.swift.com/SWIFTRef.

SWIFTRef API为金融机构、企业和第三方服务提供商提供了一种自动化产品，用于实时识别和验证SWIFTRef实用程序中包含的参考数据。该产品支持用户应用程序和SWIFTRef实用程序之间的应用程序到应用程序的API调用。SWIFTRef API旨在嵌入到客户应用程序中，仅用于实时参考数据查找的目的。API需要有效的swift.com用户帐户访问SWIFTRef API产品。用于访问API的用户账户必须为此目的进行唯一设置，不得用于访问其它SWIFTRef产品。使用SWIFTRef API的详细指南在www.swift.com/SWIFTRef上提供的技术规范文件中概述。

To maintain optimum standard level of performance and to ensure the SWIFTRef API product is optimized equally for all Customers using the product, methods to distribute and balance the API transaction processing are employed. Therefore, response times to API requests will vary depending on a number of factors such as time of day, network latency, the Internet, geographical location of Customer's systems using the API calls, Customer infrastructure, etc. SWIFT China does not warrant specific response times per API transaction nor does it warrant that the API product will be available without interruption, including, but not limited to, planned maintenance windows or other external factors which may affect product availability. 为了保持最佳的标准性能水平并确保SWIFTRef API产品对使用该产品的所有客户进行同等优化，采用了分配和平衡API交易处理的方法。因此，对API请求的响应时间将根据许多因素而变化，例如一天中的时间、网络延迟、互联网、使用API调用的客户系统的地理位置、客户基础设施等。SWIFT中国不保证每次API交易的特定响应时间，也不保证API产品可以在不中断的情况下提供，包括但不限于有计划的维护期间或可能影响产品可用性的其他外部因素。

3.5 The SWIFTRef Data Manager is designed to be used with SWIFTRef files. It may be used with third-party. TXT files under the Customer's sole responsibility. In no case shall SWIFT or SWIFT China be liable for any damages resulting of the Customer's use of the software with such third-party files. Unless otherwise agreed by SWIFT China in writing, this software is only available for Customers that have ordered at least one of the following SWIFTRef products:

SWIFTRef数据管理器旨在与SWIFTRef文件配合使用。可与第三方共同使用。TXT文件由客户全权自行负责。在任何情况下，SWIFT或SWIFT中国均不对客户使用含此类第三方文件的软件造成的任何损害负责。除非SWIFT中国另有书面约定，否则本软件仅适用于已订购以下至少一种SWIFTRef产品的客户：

Bank Directory Plus, IBAN Plus, SEPA Plus, SWIFTRef Reach Plus, SSI Retail, SSI Wholesale, SSI Plus, Payments Plus, BIC Directory, BIC Plus, Entity Plus, BIC Archive, CCH, Corporate Packs.

Bank Directory Plus、*IBAN Plus*、*SEPA Plus*、*SWIFTRef Reach Plus*、*SSI Retail*、*SSI Wholesale*、*SSIPlus*、*PaymentPlus*、*BIC Directory*、*BIC Plus*、*EntityPlus*、*BIC Archive*、*CCH*、*Corporate Packs*。

Notwithstanding the above, SWIFTRef data available in files may be copied by the Customer in whole solely for back-up and disaster recovery purposes.

尽管有上述规定，客户可仅出于备份和灾难恢复目的整体复制文件中可用的SWIFTRef数据。

4. License types, restrictions and pricing model

许可类型、限制和定价模式

4.1 SWIFTRef Files

SWIFTRef文件

4.1.1 For i) Bank Directory Plus, ii) IBAN Plus, iii) Payment Plus, iv) SEPA Plus, v) SSI Plus, vi) SSI Retail, vii) SSI Wholesale, viii) SWIFTRef Reach Plus, the price shall be determined as follows:

对于**i) Bank Directory Plus, ii) IBAN Plus, iii) Payment Plus, iv) SEPA Plus, v) SSI Plus, vi) SSI Retail, vii) SSI Wholesale, viii) SWIFTRef Reach Plus**，价格应按照以下方式确定：

- **For Customers connected to the SWIFT network (except for corporates):** Based on the total SWIFT outgoing payments Transactions sent over the last year. This traffic band will be calculated as follows:
对于连接到**SWIFT**网络的客户（企业除外）：基于去年发送的**SWIFT**对外付款交易总量。该流量区间计算如下：
 - **The whole group:** The band is determined by the sum of the live outgoing payments traffic of all entities (BIC8) within the group.
整个集团：该区间由集团内所有实体（BIC8）的实时对外付款流量之和确定。
 - **One Entity (BIC8):** The band is determined by the sum of the live outgoing payments traffic sent by this specific entity.
一个实体（BIC8）：该区间由该特定实体发送的实时对外付款流量之和确定。
- **For non-connected to the SWIFT network Customers (except for corporates):** based on the total payment transactions sent over the last year. This data is collected via self-declaration.
对于未连接到**SWIFT**网络的客户（企业除外）：基于去年发送的付款交易总量。该数据通过自我声明收集。

For the purpose of these terms and conditions, “**Entity**” means without any limitation, any corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organisation, trust, union, association or governmental or regulatory authority; and “**Transaction**” means without any limitation a payment, an instruction to make a payment or other exchange of data for the transfer of funds or any other instruction or instrument that carries payment or bank data.

在本条款和条件中，“**实体**”指但不限于任何公司、有限责任公司、普通合伙企业、有限合伙企业、个人独资企业、其他商业组织、信托、工会、协会或政府或监管机构；“**交易**”指但不限于任何付款、付款指示或用于转移资金的其他数据交换，或载有付款或银行数据的任何其他指示或文书。

4.1.2 The CCH is available on an annual fixed-fee basis.
CCH按年固定费用收费。

4.1.3 For i) BIC Directory and BIC Plus, ii) BIC to LEI Directory, iii) BIC Archive and iv) Entity Plus*, the usage rights vary depending on the license type selected among the three types below:

对于i) BIC Directory and BIC Plus, ii) BIC to LEI Directory, iii) BIC Archive以及iv) Entity Plus*，使用权因以下三种类型中选择许可类型而异：

**Restrictions related to
相关限制**

License type 许可类型	Users (individuals) 用户（个人）	Restrictions related to internal applications 与内部应用程序相关的限制
Single Site 单一站点	All Users in a single site 单一站点的所有用户	Allowed for internal applications processing transactions in the single site 允许内部应用程序处理单个站点中的交易 <i>**Hubbing for subsidiaries is not allowed</i> <i>**不允许为子公司提供转接服务</i>
National 国家	All Users in a country 一个国家的所有用户	Allowed for internal applications processing transactions in the country 允许内部应用程序处理该国的交易 Hubbing allowed for subsidiaries in the country, but not for subsidiaries based abroad 允许为国内子公司提供转接服务，但不适用于境外子公司
International 国际	All Users worldwide 全球所有用户	Allowed for internal applications processing transactions worldwide 允许内部应用程序处理全球范围内的交易

*For Entity Plus, Single Site license is not available
对于Entity Plus，不提供单一站点许可

“Hubbing**” means traffic aggregation via a central application or traffic re-routing to a central application.
“**转接**”是指通过中央应用程序聚合流量或将流量重新转运到中央应用程序。

a) With a Single Site license, the SWIFTRef files may be downloaded for use by an unlimited number of Users of the Customer (not including its subsidiaries) located on a single site in one country. A single site may be composed of up to five different locations in one city. It means that the data can be used by applications processing messages or transactions for the Customer,

but not for the benefit of any of its subsidiaries, whether in the same country or abroad.

在获得单一站点许可后，可下载SWIFTRef文件，供位于一个国家单一站点的客户（不包括其子公司）无限数量的用户使用。一个单一站点可以由一个城市中最多五个不同的地点组成。这意味着该数据可用于为客户处理消息或交易的应用程序，但不能用于其任何子公司，无论是在同一国家还是国外。

b) With a National license, the directories may be downloaded for use by an unlimited number of Users of the Customer (including its subsidiaries) in a single country. It means that the data can be used by applications processing messages or transactions for the Customer or its subsidiaries in one country, but not for the benefit of its subsidiaries abroad.

获得国家许可后，可下载目录，供单个国家的客户（包括其子公司）无限数量的用户使用。这意味着该数据可用于为客户或其在一个国家的子公司处理消息或交易的应用程序，但不能用于其在国外的子公司。

c) With an International license, the directories may be downloaded for use by an unlimited number of Users of the Customer (including its subsidiaries) worldwide.

获得国际许可后，可下载目录供全球客户（包括其子公司）无限数量的用户使用。

d) A National or International license is required for a central, stand-alone message processing back-office application or any other form of hubbing.

中央、独立的信息处理后台应用程序或任何其他形式的转接服务需要获得国家或国际许可。

4.1.4 If a Customer wishes to provide online query consultation from their website to individuals or to distribute data to third parties (such as corporates or smaller financial institutions, including its own customers), or make data available to third parties (including its own customers) through a web application or any other application, or use the data to support a service for third parties (including its own customers), a separate SWIFTRef Data Inside Application license is required. A SWIFTRef Data Inside Application license only permits the Customer either to embed or integrate the data in an application or a service used by third-parties (including its own customers) or to embed or integrate the data into a service or application that supports a service that is used by third-parties (including its own customers). 如果客户希望从其网站向个人提供在线查询咨询或向第三方（如企业或小型金融机构，包括其自身客户）分发数据，或通过网络应用程序或任何其他应用程序向第三方（包括其自身客户）提供数据，或使用数据支持第三方（包括其自身客户）服务，则需要单独的SWIFTRef数据内部应用许可。SWIFTRef数据内部应用许可仅允许客户将数据嵌入或集成到第三方（包括其自身客户）使用的应用程序或服务中，或者将数据嵌入或集成到支持第三方（包括其自身客户）所使用服务的服务或应用程序中。

4.1.5 Subject to Clause 7, SWIFT China reserves the right to perform an on-site audit to verify Customer's compliance with the above.

受制于第7条的规定，SWIFT中国保留进行现场审计以验证客户遵守上述规定的权利。

4.1.6 On a yearly basis, the Customer must adjust its license in accordance with the volume of sent payment transactions over the last year. If this volume increases or decreases above or below the current band boundary, the upgrade or downgrade must be done at the yearly renewal date.

客户必须每年根据去年发送的付款交易数量调整其许可。如果数量增加或减少高于或

低于当前的区间边界，则必须在年度续订日期进行升级或降级。

4.1.7 The Bank Directory for SAP is offered only as part of the Corporate Pack Two and Corporate Pack Three. It may also be offered to banks that have subscription to Bank Directory Plus and IBAN Plus at an additional cost.

Bank Directory for SAP仅作为Corporate Pack 2和Corporate Pack 3的一部分提供。还可向已订阅Bank Directory Plus和IBAN Plus的银行提供，但需额外收费。

4.2 SWIFTRef Online Lookup Tools **SWIFTRef联机查找工具**

The license price will be calculated based on the number of Concurrent Users the Customer chooses to have for each of the four online products.

许可价格将根据客户为四种在线产品中的每一种选择的并发用户数量来计算。

4.3 SWIFTRef Corporate Packs **SWIFTRef企业包**

4.3.1 SWIFT China offers three corporate packs that are available solely to corporates (connected or non-connected to SWIFT network).

SWIFT中国提供三个企业包，仅供企业使用（连接或不连接SWIFT网络）。

Each Corporate Pack covers three license types:

每个企业包涵盖三种许可类型：

License type 许可类型	Restrictions related to entities 与实体有关的限制
Single entity 单一实体	One entity only - <i>Hubbing for other entities is not allowed</i> 仅一个实体-不允许为其他实体提供转接服务
Multiple entities up to 20 多个实体，最多20个	Multiple entities belonging to the same group, in one country or globally 同一集团中有多个实体，无论在同一国家或全球
Multiple entities more than 20 多个实体，超过20个	Multiple entities belonging to the same group, in one country or globally 同一集团中有多个实体，无论在同一国家或全球

4.3.2 If an entity wishes to use SWIFTRef products for hubbing, then it shall apply for the Multiple entities license type. If entities, other than the intended the Customer and its Authorised Users, use the Corporate Pack, then the pricing will be revised by SWIFT China and the ordering Customer shall have to pay additional fees as determined by SWIFT China. For the sake of clarity, this means that if a Customer with a Single entity license allows use by more than one entity or if a Customer with a Multiple entities license for up to 20 entities exceeds the number of entities allowed to use the Corporate Pack, then pricing will be reviewed and adjusted by SWIFT China and the ordering Customer will be liable for any additional fees that arise.

如果一个实体希望将SWIFTRef产品用于转接服务，则它应申请多个实体许可类型。如果除预期客户及其授权用户以外的实体使用企业包，则价格将由SWIFT中国修订，订

购客户应支付SWIFT中国确定的额外费用。为清楚起见，这意味着，如果持有单一实体许可的客户允许多个实体使用，或者如果持有至多20个实体许可的客户超过企业包允许使用的实体数量，则SWIFT中国将对价格进行审查和调整，并且订购客户应承担任何额外费用。

4.3.3 Corporates may subscribe to individual file-based SWIFTRef products that are not part of the Corporate Packs offering. They may also subscribe to all SWIFTRef Online Lookup Tools. Corporate Packs cannot be combined with other SWIFTRef commercial incentives, including commercial benefits related to individual SWIFTRef files and online look-up tools which are part of the Corporate Pack.

企业可以订阅不属于企业包服务范围的基于文件的SWIFTRef产品。企业也可以订阅所有SWIFTRef联机查找工具。企业包不能与其他SWIFTRef商业奖励计划结合使用，包括单个SWIFTRef文件以及作为企业包一部分的在线查找工具相关的商业利益。

4.3.4 If the Customer wishes to make data available to third parties (including its own customers) through a web application or any other application or use the data to support a service to third parties (including its own customers) a separate SWIFTRef Data Inside Application license is required.

如果客户希望通过网络应用程序或任何其他应用程序向第三方（包括其自身客户）提供数据，或者使用数据支持向第三方（包括其自身客户）提供的服务，则需要单独的SWIFTRef数据内部应用许可。

4.4. SWIFTRef APIs **SWIFTRef API**

4.4.1 The license price for SWIFTRef APIs is based on the estimated total number of API calls proposed by the Customer over a period of 12 months from the anniversary date of its license subscription. On first registration to the product, Customer shall be asked to provide an estimate of the total number of API calls for the first year. The full-year license price will then be invoiced at a ratio of 1/12 on a monthly basis.

SWIFTRef API的许可价格基于客户在其许可订阅周年日起的12个月内提出的API调用的预计总量。在产品首次注册时，应要求客户提供第一年API调用的预计总量。然后，全年许可价格应按月按照1/12的比率开具账单。

SWIFT China shall review the API consumption volume periodically. If the API consumption exceeds the estimated API volumes as indicated in its license subscription, SWIFT China reserves the right to review the Customer's pricing band and amend such subscription on the next monthly invoice so to be in line with the new pricing band and may charge the Customer the delta between bands. The Customer pricing band shall be adjusted in accordance with the reported annual consumption volume.

SWIFT中国应定期审查API消耗量。如果API消耗超出其许可订阅中载明的预计API量，SWIFT中国保留审查客户定价区间并在下一张月度账单上修改该订阅费的权利，以便与新的定价区间保持一致，并可向客户收取区间差额。应根据报告的年度消费量调整客户定价区间。

4.4.2 The usage rights vary depending on the license type selected as per below:
使用权根据以下选择的许可类型有所不同：

License type
许可类型

Allowed usage
允许使用

API reseller license
API转售许可

The Customer may integrate SWIFTRef APIs into internal and customer-facing applications. The consumption of SWIFTRef APIs is **API standard license** limited to its own internal use or usage by its own customers. Customers of own customers (third party) are not permitted to use SWIFTRef APIs under this license.

客户可将SWIFTRef API集成到内部和面向客户的应用程序中。SWIFTRef API的使用是**API标准许可**，仅限其自身内部使用或由其自身客户使用。这一许可下，不允许其自身客户（第三方）的客户使用SWIFTRef API。

The Customer may resell SWIFTRef APIs to third parties as a customer branded API product. SWIFTRef APIs under this license are consumed by customers of the third party. Regular API pricing will apply in this case. However, SWIFT China supplemental terms will apply in addition to the standard SWIFTRef API conditions, and additional restrictions may be imposed with respect to the use of SWIFTRef APIs by the third parties and their customers.

客户可以将SWIFTRef API作为客户品牌API产品转售给第三方。这一许可下的SWIFTRef API由第三方的客户使用。这种情况将适用常规API定价。但是，除标准SWIFTRef API条件外，还将适用SWIFT中国补充条款，并可能对第三方及其客户的SWIFTRef API使用施加额外限制。

4.5. SWIFTRef Data Manager
SWIFTRef数据管理器

The usage rights vary depending on the License type selected among the two types below:
使用权根据以下两种类型中选择的许可类型有所不同：

National 国家	All Users in a country 一个国家的所有用户	Allowed for internal applications processing transactions in the country 允许内部应用程序处理该国的交易 Hubbing allowed for subsidiaries in the country, but not for subsidiaries based abroad 允许为国内子公司提供转接服务，但不适用于境外子公司
International 国际	All Users worldwide 全球所有用户	Allowed for internal applications processing transactions worldwide 允许内部应用程序处理全球范围内的交易

4.6. BIC Directory Paper 纸质BIC目录

The license is priced at an annual fixed fee. For more information on the pricing of the BIC Directory Paper please consult your SWIFT China contact.

该许可的定价为每年固定费用。如需了解更多关于纸质BIC目录定价的信息，请咨询SWIFT中国联系人。

5. Restricted Uses and Unfair Conduct 限制使用和不公平行为

5.1 The Customer has no other rights with respect to the SWIFTRef products than the ones expressly granted by these terms and conditions.

除上述条款和条件明确授予的权利外，客户对SWIFTRef产品无其他权利。

5.2 Without limiting the generality of the foregoing, the Customer is **not** allowed to:
在不限限制前述规定一般性的前提下，客户不得：

1. modify any parts of the SWIFTRef products;
修改SWIFTRef产品的任何部分；
2. copy, distribute, commercialise, support a product for third parties (including its own customers), make publicly available or otherwise re-use parts of SWIFTRef products;
复制、分发、商业化、为第三方（包括其自身客户）提供产品支持、公开或以其他方式再利用SWIFTRef产品的组成部分；
3. integrate parts of SWIFTRef products with an application, web application or online consultation tool for use or for the benefit of third parties (including its own customers), whether made available free of charge or against compensation. If the Customer wants to make data available to third parties, a separate SWIFTRef ReDistribution license is required;
将SWIFTRef产品的组成部分与应用程序、网络应用程序或在线咨询工具集成，用于或为第三方（包括其自身客户）的利益使用，无论是免费提供还是有偿提供。如果客户希望向第三方提供数据，则需要单独的SWIFTRef再分发许可；
4. use the Alliance Bank file as a stand-alone consultation product, or for integration with software other than Alliance Access/Entry software licensed by SWIFT or SWIFT China.
使用Alliance Bank file作为独立咨询产品，或与SWIFT或SWIFT中国授权的Alliance访问/进入软件以外的软件进行集成。

5.3 Notwithstanding the above, the entities specified by the Customer in its order form (“**Authorised Users**”), shall be entitled to use the files/Corporate Packs that the Customer orders and such entities shall be sub-licensees for the purpose of these terms and conditions and the Customer shall ensure that they follow and abide by such terms and conditions.

尽管有上述规定，客户以其订单形式指定的实体（“**授权用户**”）应有权使用客户订购的文件/企业包，此类实体应为本条款和条件的次级被许可方，客户应确保其遵循和遵

守这些条款和条件。

6. Data Protection 数据保护

6.1 In general, SWIFT China processes directly or through its agents personal data relating to or supplied by the Customer's employees or representatives (hereinafter "**Data Subjects**"), for purposes relating to services and products registration, offering, security management, maintenance and support, accounting and records keeping, customer management and information, and, more generally, the performance of SWIFT China's obligations under the present Terms and Conditions.

一般而言，SWIFT中国直接或通过其代理人处理与客户的雇员或代表（以下简称“**数据主体**”）有关或由其提供的个人数据，以用于服务和产品注册、提供、安全管理、维护和支持、会计和记录保管、客户管理和信息之目的，更普遍地说，用于履行SWIFT中国在当前条款和条件下的义务。

6.2 In accordance with the *SWIFT Privacy Statement*, SWIFT China may additionally process this personal data in order to send newsletters and emails related to the present products and to invite the concerned Data Subjects to participate in customer consultations and satisfaction surveys.

根据*SWIFT隐私声明*，SWIFT中国可以额外处理这些个人数据，以便发送与当前产品相关的简讯和电子邮件，及邀请相关数据主体参与客户咨询和满意度调查。

6.3 No personal data shall be disclosed to any other parties without the Data Subject's explicit consent, except if such a disclosure is required by applicable law, (e.g. in case of a judicial or regulatory procedure) or if otherwise stated as in Annex 1.

未经数据主体明确同意，不得向任何其他方披露任何个人数据，但适用法律要求披露的情况除外（例如，司法或监管程序），或附录1另有规定的情况除外。

6.4 Every Data Subject can object to the use of his or her personal data for marketing purposes at any time and has the right to access and, where appropriate correct or update the his or her personal data. These rights may be exercised by sending a request (with a proof of your identity) to the SWIFT Privacy Officer at *privacy.officer@swift.com*. For more information on SWIFT China's data protection practices, please consult the *SWIFT Privacy Statement* on the SWIFT Website.

数据主体可随时反对将其个人数据用于营销目的，并有权访问和在适当情况下更正或更新其个人数据。可通过向SWIFT隐私负责人（*privacy.officer@swift.com*）发送请求（附有您的身份证明）行使这些权利。关于SWIFT中国数据保护实践的更多信息，请查阅SWIFT网站上的*SWIFT隐私声明*。

7. Intellectual Property 知识产权

7.1 All rights in the SWIFTRef products, such as database producer's rights, are and remain vested with SWIFT, SWIFT China or their respective licensors (for SWIFTRef products that include data supplied by third parties).

SWIFTRef产品的所有权利，如数据库生产商的权利，均归SWIFT、SWIFT中国或其各自的许可方所有（对于包含第三方提供的数据的SWIFTRef产品而言）。

7.2 The ABA codes included in the **Bank Directory Plus, Bankers World Online and Payments Plus** are used under license from Accuity Inc.

Bank Directory Plus、Bankers World Online和 Payments Plus中包含的ABA代码根据Accuity Inc.的许可使用。

7.3 The Customer agrees to reproduce all proprietary rights notices on authorized copies of SWIFTRef products or, in the absence of such notices, to include the following notices:

客户同意在SWIFTRef产品的授权副本上复制所有专有权利通知，或者在没有此类通知的情况下，复制以下通知：

Product Notice

产品通知

SWIFTRef products S.W.I.F.T. SC and/or S.W.I.F.T. (China) Limited , Database rights reserved, [© year of publication] Bankers World Online Payments Plus ABA codes licensed by Accuity Inc.

SWIFTRef产品 S.W.I.F.T. SC和/或环球融讯网络技术服务（中国）有限公司保留数据库权利，[©出版年份] Bankers World Online Payments Plus ABA代码由Accuity Inc.许可。

8. Audit

审计

8.1 For the sole purpose of ensuring compliance with the license types and restrictions, SWIFT China reserves the right to perform an audit of the Customer's use of SWIFTRef products.

为确保符合许可类型和限制，SWIFT中国保留对客户使用SWIFTRef产品进行审计的权利。

8.2 SWIFT China may perform this audit on Customer's premises, in all cases limiting the interference with Customer's normal business conduct and upon a ten (10) days' prior notice to the Customer.

SWIFT中国可在提前十（10）天通知客户后在客户场所进行审计，但在任何情况下均应限制对客户正常业务活动的干扰。

8.3 SWIFT China will maintain in confidence any information gathered during such audit.

SWIFT中国应对审计期间收集的任何信息保密。

8.4 In the event that SWIFT China determines that the Customer does not comply with the license types or restrictions, then SWIFT China shall request the Customer to take appropriate corrective action, which includes, but is not limited to, requesting the Customer to upgrade to the correct license, as well as requesting the Customer to pay any back payments due under the incorrect use of a license type.

如果SWIFT中国确定客户不符合许可类型或限制，则SWIFT中国应要求客户采取适当的纠正措施，包括但不限于要求客户升级至正确的许可，以及要求客户支付因错误使用许可类型而应付的任何回溯款项。

8.5 If the Customer fails to take such action within thirty (30) days of notice, then SWIFT China may terminate its license. If the Customer does take the required corrective action, then SWIFT China will have an opportunity to audit the Customer once again under the terms set out in the previous clauses.

如果客户在收到通知后三十（30）天内未采取此类行动，SWIFT中国可终止其许可。如果客户确实采取了所需的纠正措施，则SWIFT中国将有机会再次根据前述条款的规定对客户进行审计。

9. Liability and warranties 责任和保证

9.1 Although SWIFT China undertakes commercially reasonable efforts to ensure the quality of the SWIFTRef products, SWIFT China and any third party data supplier do **NOT** warrant that: i) the information contained in the SWIFTRef products is error-free, accurate, complete and up to date, ii) the use of the SWIFTRef products will be un-interrupted, iii) errors in the SWIFTRef products are correctable or to be corrected, iv) the SWIFTRef products are compatible with any particular platforms or operating systems. SWIFT China disclaims all express or implied warranties of merchantability, title, non-infringement and fitness for a particular purpose.

尽管SWIFT中国承诺商业上合理努力确保SWIFTRef产品质量，但SWIFT中国 and 任何第三方数据供应商不保证：i) SWIFTRef产品中包含的信息无错误、准确、完整且最新，ii) SWIFTRef产品的使用将不间断，iii) SWIFTRef产品中的错误可纠正或将被纠正，iv) SWIFTRef产品与任何特定平台或操作系统兼容。SWIFT中国不对适销性、产权、不侵权和特定用途的适用性做出任何明示或默示的保证。

9.2 SWIFT China shall not be liable to the Customer for any indirect, special or consequential damages even if SWIFT China has been made aware of the possibility of the same.

即使SWIFT中国意识到可能发生任何间接、特殊或附带损害，SWIFT中国也不对客户承担该等责任。

9.3 The information in the SWIFTRef products should not be understood to be any representation by SWIFT China or the supplier of that information, as to the financial standing or legal status of any institution or company listed in the SWIFTRef products.

SWIFTRef产品中的信息不应理解为SWIFT中国或该信息的供应商对SWIFTRef产品中所列任何机构或公司的财务状况或法律地位的任何陈述。

The Customer must always use the latest update of the SWIFTRef products and discard all previous versions and expressly agrees not to hold SWIFT China liable for any damages caused by the use of outdated data.

客户必须始终使用最新更新的SWIFTRef产品并丢弃所有先前版本，并明确同意SWIFT中国不对因使用过期数据造成的任何损害负责。

9.4. More specifically, for **SWIFTRef APIs**, the below shall apply with respect to warranties and liability:

具体而言，对于**SWIFTRef API**，在保证和责任方面适用以下规定：

9.4.1 SWIFT China assume no liability for the use of SWIFTRef APIs by the Customer when embedded into its own applications that are offered on a commercial basis to its customers.

SWIFT中国对客户将SWIFTRef API嵌入到其自己的应用程序（以商业方式提供其客户）中进行使用不承担任何责任。

9.4.2 Given that SWIFTRef API products are hosted online, the Customer should be aware that the *Terms of Use* applicable to the use of the SWIFT Website will apply to the use of SWIFTRef API products in relation to unavailability of the website or any downtime.

由于SWIFTRef API产品是在线托管的，客户应了解，在网站不可用或任何停机时有关SWIFTRef API产品的使用会适用SWIFT网站的*使用条款*。

9.4.3 SWIFT China EXPRESSELY EXCLUDES ALL LIABILITY (TO THE EXTENT PERMITTED BY APPLICABLE LAW) FOR ANY COSTS, LOSSES, CLAIMS, DAMAGES, EXPENSES OR PROCEEDINGS OF WHATEVER NATURE INCURRED OR SUFFERED BY THE CUSTOMER ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH ANY UNAVAILABILITY OF PARTS OR ALL OF THE SWIFTREF API PRODUCTS.

针对客户因部分或所有SWIFTREF API产品的任何不可用性而直接或间接引起的任何性质的成本、损失、索赔、损害、费用或程序，SWIFT中国明确表示不承担任何责任（在适用法律允许的范围内）。

9.5 Subject to what is stated in the clauses above, SWIFT China's maximum aggregate liability to the Customer for direct damages arising out of any and all claims (whether in tort, contract, indemnity or otherwise) shall not exceed the amount of the latest license fees paid by the Customer for the SWIFTRef products that caused such damages.

受限于上述条款的规定，SWIFT中国对任何和所有索赔（无论是侵权行为、合同还是其他赔偿）引起的直接损害而向客户承担的最高责任总额不得超过客户就造成此类损害的SWIFTRef产品已支付的最新许可费金额。

10. General provisions

一般规定

10.1 The ordering of the SWIFTRef products is subject to the *SWIFT Ordering Tool - Terms and Conditions* as set forth on the *SWIFT Website > Ordering & Support > Ordering Tools Terms and Conditions*. The use of the SWIFTRef products is subject to these SWIFT China SWIFTRef terms and conditions. In case of conflicting provisions, the SWIFT China SWIFTRef products terms and conditions will prevail.

SWIFTRef产品的订购应遵守*SWIFT网站 > 订购和支持 > 订购工具条款和条件*中规定的*SWIFT订购工具-条款和条件*。使用SWIFTRef产品应遵守SWIFT中国SWIFTRef条款和条件。如果规定存在冲突，则以SWIFT中国SWIFTRef产品条款和条件为准。

10.2 The Customer may terminate its subscription to the SWIFTRef products upon prior notice to SWIFT China. SWIFT China must receive such termination notice at any time but before the annual renewal date of its subscription.

客户可在提前通知SWIFT中国后终止对SWIFTRef产品的订阅。SWIFT中国须在订阅年度续订日前的任何时间收到该等终止通知。

10.3 SWIFT China does not reimburse any charge or fee already due and paid by the Customer, even if the subscription terminates early. For more information, see the *Non-reimbursement* section of the *SWIFT China's Pricing and Invoicing - Ordering, Invoicing, and*

Payment.

即使订阅提前终止，SWIFT中国也不会偿还客户已经支付的任何费用或收费。如需了解更多信息，请参见*SWIFT中国定价和开票-订购、开票和付款*中的*不偿还*章节。

10.4 SWIFT China may terminate the license of a Customer for convenience upon a three (3) months' prior notice to the Customer.

SWIFT中国可在提前三（3）个月通知客户后以便利终止客户的许可。

10.5 SWIFT China may terminate the license immediately when the Customer commits a material breach of its obligations and such breach is incapable of remedy, or persistent breaches (whether of the same or of different provisions) or if the Customer does not remedy such breach (when it is capable to be remedied) within thirty (30) days after written notice of the breach. This shall also include breach of terms of access of third party information such as information of Moodys, Duns & Bradstreet, Reuters, Smartstream, the Economic Intelligence Unit Inc etc. No prior default notice shall be due when termination is for unauthorized use of the SWIFTRef products or non-payment of fees by the Customer.

如果客户严重违反其义务，且此等违约行为无法得到补救，或持续违约（无论是相同条款还是不同条款），或客户在收到书面违约通知后的三十（30）天内未对违约行为进行补救（如果违约能够得到补救），SWIFT中国可立即终止许可。这还包括违反第三方信息访问条款，如Moody's、Duns & Bradstreet、Reuters、Smartstream、Economic Intelligence Unit Inc等的信息。如果因客户未经授权使用SWIFTRef产品或未支付费用而终止本协议，则无需事先发出违约通知。

10.6 The Customer understands that the SWIFTRef products (including the data provided by third parties) might be subject to export control, sanctions or other regulatory restrictions. SWIFT China aims to comply with all laws and regulation applicable to it and therefore reserves the right to terminate the Customer's license based on restrictions arising from any EU, Belgian or US sanctions regulations regimes. By ordering one or more SWIFTRef products the Customer warrants that it is its sole responsibility to be in compliance with any sanctions and export control regulation that is applicable to them. The Customer also warrants that neither it nor its Authorised Users are identified on any EU and/or US sanctions lists. SWIFT China hereby disclaims all liability for the Customer's non-compliance with the abovementioned law and regulation.

客户理解SWIFTRef产品（包括第三方提供的数据）可能受到出口管制、制裁或其他监管限制。SWIFT中国旨在遵守适用于其的所有法律和法规，因此保留根据任何欧盟、比利时或美国制裁法规的限制终止客户许可的权利。通过订购一个或多个SWIFTRef产品，客户保证其全权负责遵守适用于其的任何制裁和出口管制法规。客户还保证，其或其授权用户均未列于任何欧盟和/或美国制裁名单。SWIFT中国特此声明，对于客户不遵守上述法律和法规的情况不承担任何责任。

10.7 Upon termination of the license and/or the subscription, whether by the Customer or SWIFT China and whether for convenience or for cause, the Customer shall immediately cease its use of the terminated SWIFTRef products and destroy any and all copies of the SWIFTRef products and all and any data contained therein unless otherwise required by applicable law or regulation or for archival purposes, it being understood that such data will not be used for any commercial or business purposes.

许可和/或订阅终止后，无论是客户还是SWIFT中国，无论出于便利还是依规定事由，客户应立即停止使用已终止的SWIFTRef产品，并销毁SWIFTRef产品的任何和所有副

本以及其中包含的所有和任何数据，除非适用法律或法规另有要求或出于存档目的，并认可此类数据将不会用于任何商业或业务目的。

10.8 The SWIFT China SWIFTRef terms and conditions and their relevant Annexes constitute the entire agreement (“**Agreement**”) between the Customer and SWIFT China as regards the SWIFTRef products, superseding any other oral or written agreements.

SWIFT中国SWIFTRef条款和条件及其相关附件构成客户和SWIFT中国之间就SWIFTRef产品达成的完整协议（下称“**协议**”），取代任何其他口头或书面协议。

10.9 The Customer acknowledges and agrees that SWIFT China may amend, supplement or otherwise modify any provision of the SWIFT China SWIFTRef products Terms and Conditions including the SWIFTRef products' fees, and suspend or discontinue the provision of the SWIFTRef products at any time upon notice to the Customer (typically, by updating the relevant document(s) on the SWIFT Website and/or in the SWIFT User Handbook Online also available on the SWIFT Website). The Customer must ensure that it always refers to the latest SWIFT China SWIFTRef Products Terms and Conditions and other service documentation in effect, and that it is aware of the latest available information relating to SWIFTRef products and services.

客户确认并同意，SWIFT中国可修改、补充或以其他方式修改SWIFT中国SWIFTRef产品条款和条件的任何规定，包括SWIFTRef产品的费用，并在通知客户后随时暂停或中止SWIFTRef产品的提供（通常通过更新SWIFT网站上的相关文件和/或SWIFT网站上提供的SWIFT用户手册在线版）。客户须确保其始终参阅最新的SWIFT中国SWIFTRef产品条款和条件以及其他有效的服务文件，并确保其知晓与SWIFTRef产品和服务相关的最新可用信息。

10.10 The license granted under this Agreement is personal and the Customer may not assign this Agreement as well as its rights and obligations hereunder without the prior permission of SWIFT China.

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10.11 The SWIFT China SWIFTRef products terms and conditions are governed by 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).

SWIFT中国SWIFTRef产品条款和条件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条款）。

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.

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**”）。

The place of the Arbitration shall be Beijing, the People’s Republic of China. The language of

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10.12 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。

Annex I to the SWIFT China SWIFTRef Products Terms and Conditions related to Bankers World Online

SWIFT中国SWIFTRef产品条款和条件附录I - 与Bankers World Online有关的事项

By accessing or using **Bankers World Online**, the Customer and its employees or representatives (hereinafter “**Authorized Users**”) unconditionally agrees to and accepts the below terms and conditions, which apply in addition to the SWIFT China SWIFTRef products Terms and Conditions:

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A Contact details - Data Protection

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如果您提供了自己的个人数据，您的数据将根据SWIFT中国SWIFTRef产品条款和条件

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