

# **Sibos Registration Policy**

Registration for and participation in Sibos are subject to this Sibos Registration Policy ("Registration Policy"). By submitting your registration for Sibos, you will be considered to have agreed to this Registration Policy.

#### **Definitions**

"SWIFT" means S.W.I.F.T. SC and all its subsidiaries and branches.

Sibos" means the 2020 Sibos event organized by or for SWIFT from October 5 – 8, 2020 and beyond (every second Tuesday of November, December 2020 and January, February, March 2021).

"Sibos Registration Office" means BCD Meetings & Events, the company registered in the UK to which SWIFT has sub-contracted the registration to Sibos.

## Registration

Sibos is exclusively open to representatives of SWIFT Users (that is, SWIFT shareholders, Sub-members and other eligible SWIFT users), representatives from Sibos Partners, and other persons invited or approved by SWIFT. The individuals participating at Sibos are hereinafter referred to as "participant(s)," "you," or "delegate(s)."

#### **Procedure**

All registrations must be made in advance online via the official Sibos registration website only. SWIFT acknowledges receipt of registrations. Registrations are processed on a first-come, first-serve basis. Once capacity is reached, any further registrations are put on a waiting list. SWIFT reviews registrations with a view to ensuring appropriate representation from the targeted audience. SWIFT will promptly notify those persons whose registrations could not be accepted.

## Username and password

In order to register for Sibos, you will need to create an account and choose a password. You are entirely responsible for maintaining the confidentiality of your password and account, as well as for all activities that occur under your account. In addition, you agree to notify SWIFT immediately of any (suspected) unauthorized use of your account or any other breach of security. SWIFT will not be liable for any loss that you may incur in the event of unauthorized access or use of your password or account.

## **Digital Sibos Sessions**

Sibos Registration Policy Latest update: June 2020

- 1. Sibos 2020 is a web-based event offered via Sibos.com and owned and operated by SWIFT.
- 2. The Sibos sessions can be accessed through a PC, tablet, or mobile phone via Sibos.com or the Sibos Mobile App. You are responsible for ensuring you have the necessary equipment and internet connection to access the sessions.
- 3. Access to Sibos sessions is on a first-come first-serve basis and is subject to network capacity and availability.
- 4. You must be registered, and have a valid account, in order to log into and access the sessions. Your registration, account, and log-in is personal to you and therefore you are not permitted to share your account and log-in details with any other third parties.
- 5. Access and use of your account will automatically terminate in the month of March 2021 and thereafter SWIFT will deactivate all accounts.
- 6. You are not permitted to make videos or audio recordings of the sessions or take photographs or screenshots of the sessions unless expressly permitted by SWIFT. In addition, you are not permitted to share unlisted YouTube links with any third parties.
- 7. All materials made available in connection with the sessions may not be reproduced, posted, or distributed without SWIFT's prior written consent.
- 8. Under certain circumstances, SWIFT may make changes to the content, format, schedule of sessions, and session dates and times. All changes will be posted on Sibos.com and the Sibos App. Exceptionally, SWIFT may need to cancel or postpone a session. Participants are responsible for checking Sibos.com and/or the Sibos App regularly for any changes to the event and sessions.
- 9. The sessions may allow for questions to be submitted and other forms of participant generated content. SWIFT cannot guarantee responses to all questions posted during a session.
- 10. If you post any content via Sibos.com, the Sibos App, and/or Slido (an interactive tool for polling), you are granting SWIFT a right to publish, re-use, archive, modify, and delete the content without any requirement to (i) notify you or (ii) pay you for the content, with or without attribution to you. You grant SWIFT a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license to use any content you publish in whole or in part in any manner and for any purpose whatsoever and without further obligation to you. You also waive any moral rights that you may have with regards to the content.
- 11. SWIFT reserves the right to immediately suspend or terminate your participation in Sibos 2020 in the event you violate or breach the terms and conditions in the Registration Policy.

## **Registration Fees**

Participation in Sibos 2020 is free of charge. Sibos registration fees are as set out on the official Sibos registration website (http://www.sibos.com/). Registration includes access to all or part of the Sibos Tools and access to online Sibos publications.

Registration fees (if any), and any other related fees and charges, are net of any direct or indirect taxes, such as, but not limited to, VAT, GST, HST or US Sales tax (where applicable).

### **Event Cancellation, Postponement or Alteration**

If, for any reason whatsoever, SWIFT is forced to cancel, postpone or materially alter Sibos, in whole or in part, it will use all reasonable efforts to notify all registered participants reasonably in advance thereof.

### **Event Rules and Regulations**

Whilst participating in Sibos, you are required to comply with any policies in force at the time of the event.

#### The Sibos Tools

Subject to the Registration Policy, you will receive restricted access to the Sibos Tools.

These Sibos Tools will be made available to all Sibos participants who are duly registered and include:

- o The Sibos 2020 participant directory
- o The Sibos Instant Messenger
- o Sibos.com including the restricted pages for delegates
- o The Sibos Mobile Application (Sibos App)

The Sibos Tools are made available to you for networking, preparation and planning of the event, and follow-up purposes.

The Sibos Tools allow you in particular to contact and exchange information with other Sibos participants and Sibos Partners.

By using the Sibos Tools, you hereby agree to abide by Terms of Use of Sibos.com & Sibos Mobile Application. In particular, you agree (i) not to use these Sibos Tools or any other related products and services for any other purposes and (ii) to comply at all times with any applicable terms of use as notified to you by SWIFT.

## **Speakers**

At Sibos, as a speaker, you agree to comply at all time with the Code of Conduct as provided hereunder.

## **Rating and Comment**

Any Sibos participant using Sibos Tools can rate and comment the sessions and speakers. The rating results will be aggregated and processed by SWIFT for statistical purposes. The average result from all rating per session and per speaker will then be published through the Sibos Tools (in aggregated form). Where relevant, the rating and comments will also be processed in accordance with Sibos' Privacy Statement.

#### **Attendees**

The event that you have registered for might be subject to export control, sanctions or other legal restrictions. SWIFT aims to comply with all laws and regulation applicable to it and therefore reserves the right to withhold acceptance of your registration based on restrictions arising from any EU or US sanctions regulations. By registering for this event you acknowledge that it is your sole responsibility to be in compliance with any sanctions and export control regulation that is applicable to you and SWIFT hereby disclaims all liability for your non-compliance with abovementioned law and regulation.

### Indemnity

You acknowledge and agree that you will indemnify SWIFT against any damages incurred by SWIFT as a result of a third party claim arising from your Sibos registration or participation, except to the extent such damages were directly caused by SWIFT.

## Liability

To the extent permitted under applicable law, SWIFT's total aggregate liability to you in connection with Sibos for any claims or damages (including claims or damages arising from material breach), whether in contract, tort, or otherwise, shall not exceed three hundred Euros (300 EUR). Furthermore, any claim for indirect, special or consequential loss or damage of any kind or for any 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 or other similar pecuniary loss howsoever arising, even if SWIFT has been advised of their possibility, is expressly excluded. To have a valid claim against SWIFT relating to your Sibos registration or participation, you must notify SWIFT within six months after the Sibos ending date. To the extent permitted under applicable law, you agree to exonerate SWIFT from any liability relating to claims notified after that time limit.

## **Intellectual Property**

The Sibos Tools contain proprietary materials of S.W.I.F.T. SC and/or of its suppliers. All rights are reserved. Any and all rights, including title, ownership rights, copyright, trademark, patents, and any other intellectual property rights of whatever nature, in the services or products described on the Sibos Tools, including any associated processes or any derivative works, will remain the sole and exclusive property of SWIFT and/or its suppliers.

## Copyright

By participating in the Sibos event as a speaker, for all contributions provided for Sibos (e.g. oral presentation, print materials or handouts, PowerPoint slides, other digital media), you grant SWIFT an irrevocable, royalty-free, non-exclusive, sublicensable, perpetual license to reproduce, use and distribute the contributions by any means (e.g. audio, video, photography, printed materials, digital media). You retain ownership of your pre-existing copyrights contained in the contributions. You warrant that the contributions are either owned, in the public domain, or licensed with full authority from the owner and grant SWIFT the rights identified herein and that the contributions contain nothing defamatory or otherwise unlawful.

Latest update: June 2020

#### **Trademarks**

SWIFT is the trade name of S.W.I.F.T. SC. SWIFT, the SWIFT logo, SWIFTNet, Accord, Sibos, 3SKey, Innotribe, the Standards Forum logo, MyStandards, and SWIFT Institute are registered trademarks of S.W.I.F.T. SC. All other product or company names that may be mentioned on the Sibos Tools are trade names, trademarks, or registered trademarks of their respective owners.

#### **Code of Conduct**

SWIFT values and encourages freedom of expression. To maintain a right balance between such freedom of expression, and potential abuses of the Sibos Tools, you agree to:

- 1. Always respect SWIFT's name, reputation, goodwill and other business assets when using the Sibos Tools.
- 2. In particular, respect the SWIFT Trademark Guidelines when referring to SWIFT or its products and services.
- 3. Ensure that any content that you make available does not infringe the rights of SWIFT, another user, or any third party.
- 4. In particular, refrain from infringing any intellectual property rights, privacy and data protection laws, confidentiality commitments, trade or business secrets, banking secrecy, or other laws when using the Sibos Tools.
- 5. Refrain from making any statements that would be insulting, threatening, libellous, obscene, offensive to religious, political or ethical beliefs, discriminating or racially oriented, or otherwise infringing any applicable legislation or third party rights.
- 6. Refrain from making any statements that would be disrespectful, misrepresenting, or otherwise harmful to SWIFT, another user, or any third party.
- 7. Refrain from discussing topics with competitors that could give rise to competition law issues (such as price-fixing or market allocation agreements), and always conduct discussions with competitors in accordance with applicable antitrust regulations.
- 8. Refrain from using the Sibos Tools to participate in or send contests, pyramid systems, or chain letters.
- 9. Refrain from sending or posting unsolicited e-mails or internal messages (spam) to other users (without their explicit consent).

SWIFT does not proactively monitor (neither before nor after publication of content) whether the content posted by users complies with the present Code of Conduct and the Terms of Use of Sibos.com & Sibos Mobile Application. SWIFT may however investigate at any time whether there are no cyber security incidents. Although SWIFT may occasionally verify compliance with the <a href="Terms of Use of Sibos.com & Sibos Mobile Application">Terms of Use of Sibos.com & Sibos Mobile Application</a>, you agree that SWIFT does not have a general obligation

Latest update: June 2020

to monitor content posted on the Sibos Tools, nor to actively seek facts or circumstances indicating illegal activity or content.

### **Privacy**

SWIFT is committed to protecting your privacy needs. Please read in this regard the <a href="Sibos Privacy Statement">Sibos Privacy Statement</a> which applies to the processing of your personal data related to your registration, the use of the Sibos Tools and your hotel reservation. By using the Sibos Tools, you consent with the Sibos Privacy Statement. For a detailed description on the use of cookies via this website, please consult the <a href="Sibos Cookie-Policy">Sibos Cookie-Policy</a>.

#### Links to and from other websites

The Sibos Tools may contain links to other websites, which are not controlled or maintained by SWIFT. Please note that SWIFT is not responsible for the content of those sites. The inclusion of such links does not imply any endorsement of the sites. Additionally, websites may also contain links to sibos.com. SWIFT does however not take any responsibility for the content of the concerned websites as it is not able to examine the entire content of these websites. Social Media SWIFT supports the use of social media. However, any third-party content posted through social media channels maintained by SWIFT should not be taken as an endorsement of such information. Links to websites and other resources operated by parties other than SWIFT ("Third- Party Information") are provided solely as a convenience to the user. The perceptions, opinions, beliefs, and attitudes expressed through social media websites and other public forums are those of employees, related individuals, and other participating users of our websites, and are not necessarily aligned with the policies, standards, and practices of SWIFT, its subsidiary organisations, stakeholders or partners. These social media sites are available for and intended to encourage public dialogue and are, as such, provided for outreach and informational purposes only.

#### **SWIFT Contact details**

S.W.I.F.T. SC ("SWIFT") with registered address at Avenue Adèle 1, B-1310 La Hulpe, Belgium.

Telephone: +32 2 655 31 11

Fax: +32 2 655 32 16

Email: <a href="mailto:swift.generic@swift.com">swift.generic@swift.com</a>
Registered in RPM Brabant

Wallon

VAT: BE 413 330 856

#### **Miscellaneous**

Sibos.com can be subject to maintenance, at SWIFT's discretion and without prior notice. Such maintenance may require a temporary unavailability of the site. SWIFT reserves the right to suspend or terminate the provision of all or part of the Sibos Tools at its own discretion, at any time, and without advanced notice

## Applicable Law and Dispute Resolution

This Registration Policy and, more generally, all matters relating to registering for or

Latest update: June 2020



