



# 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 Swift SC and all its subsidiaries and branches. 'Sibos' means the 2023 Sibos event organised by or for Swift from 18-21 October 2023 at Metro Toronto Convention Centre, 222 Bremner Blvd, Toronto, ON M5V 3L9, Canada.

'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. In any event, confirmation of registration is conditional upon full payment.

## Username and password

Once your registration is completed, your user profile will be created, which will grant you access to the Sibos digital experience. In order to register for Sibos, you will need to create an account. You are entirely responsible for maintaining the confidentiality of your 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 unauthorised access or use of your account.

## Registration Fees

Sibos registration fees are as set out on the official Sibos registration website (<http://www.sibos.com/>).

The registration fee for a participant includes participation in the conference, access to the exhibition, access to all or part of the Sibos Tools and lunch.

Registration fees and any other related fees and charges are net of any taxes, such as, but not limited to, VAT (when applicable).

## Indirect Taxes / Withholding Taxes

For the correct application of indirect tax rules, similar but not limited to VAT, GST, withholding taxes or Sales tax, you are deemed to be located at the place of the "Company details" as reported on the Sibos Registration form. Upon specific request, the invoices can be sent to the place indicated under "Invoice details". The billed entity remains however the "Company details" entity.

As a sponsor to the Conference, Swift SC is exempted from invoicing Canadian HST to you on all fees for "On-site" services related to participation at Sibos 2023 in Toronto, nor Belgian VAT. "On-site" services are defined as services delivered and consumed in Canada, covering mainly registration fees, weekly or daily passes, exhibitor packages and rent of meeting rooms.

All fees for other services such as, but not limited to virtual attendance and advertising, Sibos App, Sibos TV, Sibos.com, flyers, media sponsors are deemed to be provided at the place of the "Company details" and will be subject to the rules defined by the European VAT Directive EC/2006/112.

Companies residing in Malaysia, South Africa, Russia, Zimbabwe, Ghana, Kenya, Thailand may be charged the local tax at domestic rates according to the country's regulation on digital services.

Fees and charges are net of any local taxes applicable in the country of the participant, such as, but not limited to (when applicable) VAT, GST, Sales tax, withholding tax or any similar tax of any nature whatsoever. All present and future participant's local taxes, as well as fines and/or penalties and/or interest assessed directly or indirectly on such amounts (if any) which may apply to fees or charges due for or in connection with the Conference, will always (even retroactively) be borne by you. You are solely responsible for paying any such local taxes in addition to applicable Swift fees, charges and computed taxes, if any. Swift cannot be held responsible for seeking any refund of such local taxes, and will not initiate any procedure to that effect.

## Payment Method

Swift accepts payment for Sibos registration by credit card or electronic transfer. If you prefer to pay by electronic transfer, please indicate your intention to do so by using the appropriate section on the official Sibos registration website. An invoice with relevant payment instruction details will be sent to you via a link in your confirmation email.

## Cancellation of Registration

Full refund (less a EUR 250 cancellation charge) of the registration fee paid to Swift will be made on written notification of cancellation received by the Sibos Registration Office before 18 August 2023. No refund will be made in case of cancellations received after that date. Registrations made after 18 August 2023 are non-refundable in the case of cancellation.

As an exception, Swift will accept your cancellation and will refund the registration fee in full (as sole and exclusive right and remedy) in the event you test positive for COVID-19 and you can no longer attend as long as you send an email to [registration@sibos.com](mailto:registration@sibos.com):

- i) explaining the aforementioned circumstances
- ii) and attaching a doctor's certificate, certifying that you have tested positive

The cancellation of hotel reservation is under the participant or company responsibility and should be managed directly with the partner BCD Meetings & Events. Hotel cancellation charges might be charged to the participant, as stipulated in the hotel booking confirmation.

## Substitution

You may transfer your registration to another person within your organisation at any time, with a written notification addressed to the Sibos Registration Office. The deadline for submission is five working days before the opening of the event, i.e., 11 September 2023, Monday.

The transfer of any associated hotel reservations requires credit card details of the substitute to be communicated to the official appointed housing agent (BCD Meetings & Events).

For the avoidance of any doubt, the transfer of hotel reservations is subjected to the reservation terms and conditions, including where applicable any hotel guarantee provisions. If a transfer of registration results in a refund and new payment, the EUR 250 administrative cancellation charge will be charged to the (registered) participant.

Participants are fully responsible for getting the appropriate visas in time. In the event those visas are denied or not requested in time, the refund of the fees will be at the discretion of Swift.

## **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. As sole and exclusive right and remedy, full refund of the registration fee paid to Swift will be made on reasonable demonstration to Swift that such cancellation, postponement, or alteration adversely affects the participant concerned.

## **Event Rules and Regulations**

Whilst participating in Sibos, you are required to comply with any policies or directions (such as but not limited to security, health, and safety regulations) in force at the time of the event, given by or for Swift or any other relevant third party, including the person responsible for the premises where Sibos takes place or any competent authority. You must wear your badge at all times. Your badge is strictly personal and may not be transferred to another person or modified. Swift accepts no responsibility for any belongings you may bring to Sibos. Bringing such belongings is at your own risk.

## **Lead Retrieval Device**

Scanning of your badge by an Exhibiting company should always be done with your consent. By scanning your badge, the Exhibiting companies will collect your first name, family name, company name and e-mail address. This information should only be used by the Exhibiting companies for the purpose of evaluating attendance and to present their products and services directly to you by e-mail.

## **The Sibos Tools**

Subjected 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:

- The Sibos 2023 participant directory
- The Sibos Messaging service
- Sibos.com including the restricted pages for participants
- 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 also allow you to contact and exchange information with other Sibos participants and Sibos exhibitors.

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.

## **Wi-Fi**

In addition to the Sibos Tools, Swift will allow you to access and use the free Wi-Fi of the conference centre. You are required to use the Wi-Fi legally, professionally and in accordance with the Wi-Fi Acceptable Use Policy, in a way that would not violate the right of any third-party or create any interference on the network. The Wi-Fi is monitored for security and quality control purposes. In this regard, only your IP address and traffic data are processed (without any link to your name or contact details).

## **Photographs and Videos**

Exhibiting companies may photograph or videotape its own promotional events and materials at its own stand space at its own discretion but subject to all applicable laws, in particular but not limited to any and all personal data protection regulations. All other photography and videotaping is strictly prohibited. The exhibiting company shall ensure that their staff members, agents, sub-contractors as well as any Participants are informed about and do not object to their image being used for these purposes. Any photography or videotaping outside of your stand space must be performed by the Sibos Exhibitors Media Services.

The Organiser, the official show photographer and accredited Press are exempted from this rule. In accordance with the Sibos Registration Policy, Swift reserves the right to photograph and videotape all Sibos events and participants and to use such photographs and videos in any internal and external communication referring to Sibos or to Swift services and products, such as on its websites and intranet, in the Sibos Insider, Sibos Programme, Sibos tools, Wrap-up reports and in its annual reports as well as on social media channels such as LinkedIn, Twitter, SmugMug, Flickr, SoundCloud, Instagram or YouTube.

## **Speakers**

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

## **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, UK 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 above mentioned laws and regulations.

## **Cancellation or Revocation of Registration of Attendees**

Swift may at any time, without prior notice, cancel or withdraw your registration should it be determined by Swift in good faith that i) doing so is necessary to avoid violation of sanctions, export control or other laws, ii) you are acting against the interests of Swift, including, but not limited to, by threatening or participating in litigation or claims adverse to Swift or iii) you have failed to comply with the Sibos Registration Policy or have otherwise breached any current or past obligations owing to Swift.

## **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**

Swift's potential liability in connection with Sibos (whether in contract, tort or otherwise) is limited to the total amount of your registration fee. 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. 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 Swift 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, sub-licensable, 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 by you, 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.

## **Trademarks**

Swift is the trade name of Swift SC, Swift, the Swift logo, SwiftNet,, Accord, Sibos, 3SKey, Innotribe, the Standards Forum logo, MyStandards, and Swift Institute are registered trademarks of Swift 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, libelous, 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 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 [Terms of Use of Sibos.com & Sibos Mobile Application](#), you agree that Swift does not have a general obligation 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 [Sibos Privacy Statement](#) which applies to the processing of your personal data related to your registration and the use of the Sibos Tools. 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 [Sibos Cookie Policy](#).

## 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 these 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.

## Swift Contact details

Swift 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: [Swift.generic@Swift.com](mailto:Swift.generic@Swift.com)

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 participating in Sibos shall be governed by Belgian law and, as regards any claims against Swift, you agree to submit to the exclusive jurisdiction of the competent court of Brussels, Belgium.