



SWIFT

Indirect Connectivity Policy

This policy document explains the general principles that govern indirect connectivity operation, and the responsibilities of users and providers. The document also describes how to register as an indirect connectivity provider. This document is for all SWIFT users that want to connect through an indirect connectivity provider. All indirect connectivity providers must also read this document.

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Preface

About this document

This module, being part of the Corporate Governance and Legal section of the *SWIFT User Handbook*, sets out SWIFT's policy with regard to indirect connectivity providers which includes service bureaux and SWIFT member/concentrators. Shared connections which are peer-to-peer private arrangements between users sharing a SWIFT interface are not in the scope of this policy.

This policy replaces the previous *Service Bureau Policy* and must be read by SWIFT users that want to understand those specific terms and conditions that govern the use of indirect connectivity.

SWIFT has documented specific operational requirements for all indirect connectivity providers which detail the minimum operational requirements indirect connectivity providers are required to have in place before being registered as either a service bureau or SWIFT member/concentrator. These requirements are available separately on www.swift.com.

The indirect connectivity policy forms an integral part of the contractual arrangements between SWIFT and its users. It must be read along with any other specific terms and conditions relating to the provision of other relevant SWIFT products and services, as specified elsewhere in the relevant service documentation.

Please verify that you are reading the latest available version of this policy by accessing www.swift.com.

Audience

This document is intended for the following audience:

- SWIFT users that want to understand the terms and conditions that govern the use of service bureau and SWIFT members/concentrators
- service bureaux and SWIFT members/concentrators

SWIFT-defined terms

This document contains terms that have a specific meaning in the context of SWIFT documentation (for example, customer, user, or SWIFT services and products).

SWIFT defines these terms either in this document or in the *SWIFT Glossary*. In this document, SWIFT differentiates these terms as shown in this example:

An indirect connectivity provider must provide users with a service level agreement.

Related documentation

- *Indirect Connectivity Operational Requirements*
- *SWIFT member/concentrator Programme - Terms and Conditions*
- *Indirect Connectivity Providers - Terms and Conditions*
- *SWIFT General Terms and Conditions*

1 General Principles

Definition of a service bureau

An indirect connectivity provider for the purpose of this policy, is a user or non-user organisation registered with SWIFT that provides services to users regarding the day-to-day operation of their SWIFT connection, such as hosting or operating SWIFT connectivity components, logging on, or managing sessions or security for SWIFT users. An indirect connectivity provider can operate various connectivity components (such as a connection to the SWIFT network or interface software) for the benefit of or, as the case may be, on behalf of the users for their prime and/or backup connection.

Definition of a SWIFT member/concentrator

In addition to these services provided as a service bureau, a SWIFT member/concentrator is a SWIFT member that takes care of the SWIFT administration and, as applicable, the transformation of financial transactions into SWIFT messages on behalf of its customers. SWIFT member/concentrators can re-use their SWIFT infrastructure or arrange connectivity through another duly registered indirect connectivity provider, and provide value-added business services to smaller SWIFT users as their customer.

Benefiting from security features

An indirect connectivity provider is not entitled to use for their own benefit the security features allocated to users, except when performing testing on an isolated testbed environment and with user's consent.

A high level of security and resiliency

As a general principle, the *Indirect Connectivity Policy* is designed to maintain a high level of security and resiliency around the provision and the use of SWIFT's messaging services in the event that users decide to use either a service bureau or SWIFT member/concentrator.

2 User's Responsibilities

Users deciding not to operate their own connection or share a connection must connect through a registered indirect connectivity provider.

Changing indirect connectivity provider

A user that uses, leaves, or changes its indirect connectivity provider must inform SWIFT at least three weeks in advance of its intention to do so. Use of an indirect connectivity provider, or any subsequent change in indirect connectivity provider, is at the user's own risk, and SWIFT disclaims any liability for the acts, faults or omissions of the indirect connectivity provider. SWIFT encourages all users considering to use an indirect connectivity provider to undertake all due diligence that they believe is necessary.

Termination of an indirect connectivity provider

Although SWIFT uses all commercially reasonable efforts to notify a user no less than three months in advance (or, in an emergency, as much advance notice as possible) of the termination of the registration of an indirect connectivity provider, the user remains ultimately responsible for making alternative arrangements to maintain their SWIFT connection.

Other user responsibilities

A user that uses an indirect connectivity provider must ensure that the scope of rights granted to the indirect connectivity provider in respect of the SWIFT services and products does not exceed those contracted for with SWIFT. Also a user that decides to use an indirect connectivity provider must ensure its selected indirect connectivity provider is bound by no less stringent obligations than those incumbent upon the user under its contractual arrangements with SWIFT.

To avoid any doubt, a user that uses an indirect connectivity provider must remain responsible to SWIFT for the due performance and observance by its selected indirect connectivity provider of those of its obligations it may decide to sub-contract to it. In particular, a failure by the indirect connectivity provider selected by the user to comply with these obligations may result in the suspension or the termination of the user's access to and use of the SWIFT products and services.

Without prejudice to the generality of the foregoing, a user using an indirect connectivity provider is responsible for the following:

- Control how the indirect connectivity provider manages access to and the use of the SWIFT messaging services and, in particular, ensure that all security features allocated to the user to secure its access and use of the SWIFT messaging services are securely operated and kept safe to prevent any unauthorised access to or use of the SWIFT messaging services.
- Ensure that at least the same level of security standards for message confidentiality, integrity, and systems availability, (applicable to it as a user) is maintained by the service bureau to minimise the potential impact of an operational failure of the service bureau.
- Ensure that the indirect connectivity provider is bound by no less stringent obligations of confidence than those applicable to it as a user in respect of information related to SWIFT services or, more generally, SWIFT operations, including but not limited to the contents of messages passing through the SWIFT messaging services, SWIFT technical documentation, SWIFT security tokens, and SWIFT network information.
- Ensure that the interface software, and in particular the FIN interface used by the indirect connectivity provider, is duly qualified and capable of supporting all features and functions of the relevant SWIFT messaging service.

- Ensure all traffic that is intended to go to the SWIFT messaging services is processed by the indirect connectivity provider accordingly.

A user's responsibility for all messages sent and received

To avoid any doubt, users as identified on SWIFT through their own BIC remain fully responsible for all messages sent or received by them through an indirect connectivity provider. In particular, users recognise that the delivery of a message to a SWIFT interface operated by an indirect connectivity provider is considered to be a delivery of that message to them. Users also recognise that a message that is sent through an indirect connectivity provider does not affect their responsibility for all messages purporting to emanate from them.

3 Indirect Connectivity Provider Requirements Relevant for Users

Registering with SWIFT

Any organisation willing to operate as a service bureau or SWIFT member/concentrator within the scope of this indirect connectivity policy, and meeting the respective eligibility criteria must first register with SWIFT. Registration is available at www.swift.com.

All registered indirect connectivity providers including those that are also users must comply with the *Indirect Connectivity Providers - Terms and Conditions* and the *Indirect Connectivity Operational Requirements*, as issued by SWIFT from time to time.

Confirmation of intent

As part of the registration process, a service bureau must provide a user's confirmation of intent to use the service bureau, except when the service bureau is itself a SWIFT user. Eligibility criteria for service bureaux and SWIFT member/concentrators are described in the *Indirect Connectivity Providers - Terms and Conditions* and *SWIFT member/concentrator Programme - Terms and Conditions* respectively.

SWIFT informs the National Member Group of service bureau registration requests on a monthly basis.

Service level agreement implementation

An indirect connectivity provider must provide users with a service level agreement based on the *Indirect Connectivity Operational Requirements* issued by SWIFT from time to time as a basis to define the security arrangements, operations and availability requirements, backup facilities, and disaster recovery mechanisms that are applicable to the services provided by its selected indirect connectivity provider.

Subcontracting of operations

An indirect connectivity provider is entitled to subcontract part or all of its operations to another duly registered and authorised indirect connectivity provider upon prior communication of the change to its users.

Verification of compliance

SWIFT reserves the right to undertake verifications of compliance including on-site checks if required, of any indirect connectivity provider should it have any reasonable concerns that the indirect connectivity provider is not in compliance with this *Indirect Connectivity Policy*, the *Indirect Connectivity Providers - Terms and Conditions*, the *Indirect Connectivity Operational Requirements*, or any other relevant SWIFT service documentation.

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