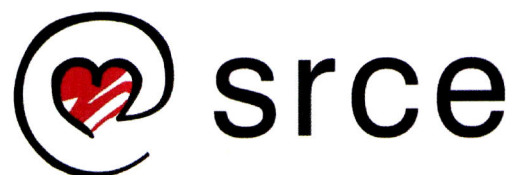
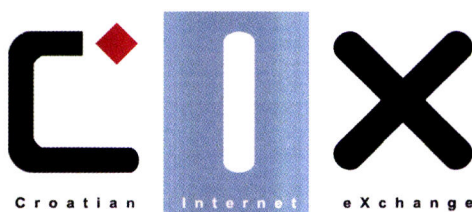


UNIVERSITY OF ZAGREB
UNIVERSITY COMPUTING CENTER



POLICY
CROATIAN INTERNET EXCHANGE
(CIX)
CROATIAN CENTER FOR EXCHANGE OF
INTERNET TRAFFIC



Zagreb, April 2019

The basis for adopting the Policy:

↵ Article 31, paragraph 1. item j) of the Statute of SRCE

Date of adoption: 12th April 2019

Date of entry into force: 23th April 2019

♦

Previous versions of the Policy:

- ↵ Policy Croatian Internet Exchange (CIX) National Center for Internet Exchange, Uno. 02-5776/002-07 of 31 October 2007
- ↵ Policy Croatian Internet Exchange (CIX) National Center for Internet Exchange, Uno. 02-20-8802/001 of 27 October 2010
- ↵ Policy Croatian Internet Exchange (CIX) National Center for Internet Exchange, Uno. 3801-2-201-02-16-1 of 24 May 2016

Zagreb, 12th April 2019

Ref. No. 030-02/19-201/001

Reg. No. 3801-2-201-02-19-1



Director / CEO

Zoran Bekić, Ph.D.

CONTENTS

1. GENERAL PROVISIONS	4
1.1. About CIX	4
1.2. TECHNICAL AND ORGANISATIONAL PRINCIPLES OF CIX	4
2. CIX SERVICES AND SRCE AS THE COORDINATOR OF CIX	5
2.1. CIX SERVICES AND PRICE OF CIX SERVICES	5
2.2. RIGHTS AND OBLIGATIONS OF SRCE, THE COORDINATOR OF CIX	5
3. CIX MEMBERSHIP	6
3.1. CIX MEMBERSHIP CONDITIONS AND ACCESSION PROCEDURE	6
3.2. TERMINATION OF CIX MEMBERSHIP	6
4. RIGHTS AND OBLIGATIONS OF A CIX MEMBER	7
4.1. RIGHTS OF A CIX MEMBER	7
4.2. OBLIGATIONS AND RESPONSIBILITIES OF A CIX MEMBER	7
5. THE CIX FORUM	8
6. PROTECTION OF PERSONAL DATA	8
7. TRANSITIONAL AND FINAL PROVISIONS	9
7.1. ENTRY OF THE POLICY INTO FORCE	9
7.2. AMENDMENTS TO CIX POLICY	9
7.3. WRITTEN COMMUNICATION	9

1. GENERAL PROVISIONS

1.1. About CIX

Article 1

Croatian Internet eXchange (hereinafter referred to as **CIX**) was founded by the Memorandum signed on 8 September 2000 as the national center for internet exchange.

As a legal entity, University Computing Center represents CIX in legal dealings and acts on its behalf both in the Republic of Croatia and in international relationships.

Establishment of CIX has provided necessary prerequisites for a simple internet exchange between computing networks in the Republic of Croatia, without the load of third networks, which is of national importance in accomplishing an efficient and rational use as well as further growth and development of the internet in the Republic of Croatia.

1.2. TECHNICAL AND ORGANISATIONAL PRINCIPLES OF CIX

Article 2

In technical terms, CIX is a separate, distributed network infrastructure managed by University Computing Center of Zagreb (hereinafter referred to as: **SRCE**) through which telecommunications channels are connected, both from and to CIX members, enabling data exchange between all CIX members, fully compliant to their bilateral and multilateral agreements which they may conclude among themselves.

A CIX member connects to the CIX network infrastructure through an established telecommunications channel to its own network infrastructure, directly or by using the member's equipment. The said telecommunications channel can be either owned by a member or rented by the same for the purpose of connecting to CIX.

CIX is not an Internet service provider and it does not provide interconnection services at IP level to end users, but only the possibility of interconnection for all CIX members by means of CIX network infrastructure.

Peering is accomplished between interested CIX members, based on their mutual contracts or agreements and by means of adequately configuring their equipment. IP addresses for individual members within CIX network infrastructure are assigned by SRCE, from the bulk of addresses received from RIPE (Réseaux IP Européens) for the CIX purposes.

Article 3

In terms of organisation, CIX is a neutral and not-for-profit service provided by SRCE, the coordinator of CIX. It is available, under equal terms, to all legal entities meeting the "*Conditions for CIX Membership*".

SRCE appoints the CIX Manager. The CIX Manager is responsible for the organisation and operation of CIX. He/she represents SRCE, the coordinator of CIX, totally and independently, in all matters related to the relationship between SRCE and any CIX member.

Article 4

Information about CIX, its operation, types of its services, conditions for CIX membership and list of members are available on CIX websites at the address: www.srce.hr/cix.

2. CIX SERVICES AND SRCE AS THE COORDINATOR OF CIX

2.1. CIX SERVICES AND PRICE OF CIX SERVICES

Article 5

SRCE, being the coordinator of CIX, by the separate document "*CIX Technical Description and Services*" determines the technical description of CIX's network infrastructure and types of services as well as the prices of particular types of services.

The CIX Forum can propose to SRCE the establishment of additional services within CIX services, as referred to in Article 22 herein.

Article 6

Being the coordinator of CIX, SRCE shall determine the access charge for new CIX members as well as the monthly fee for using CIX services.

All prices of CIX services must be formed according to the „not-for-profit“ principle. In determining the prices, SRCE shall consult the CIX Forum.

Article 7

SRCE reserves the right to change the types and prices of the services provided by the document "*CIX Technical Description and Services*", with notice to the CIX members at least 30 days prior to the entry into force.

The document "*CIX Technical Description and Services*" is an integral part of this Policy and is published on CIX websites.

2.2. RIGHTS AND OBLIGATIONS OF SRCE, THE COORDINATOR OF CIX

Article 8

Being the coordinator of CIX, SRCE offers services to all CIX members, under equal conditions and with due professional care, compliant to the provisions stipulated by this Policy and in accordance with the "*Agreement on CIX Membership and Usage of CIX Services*" that CIX members are obliged to conclude with SRCE.

Article 9

SRCE can exclude a CIX member from CIX network infrastructure, in compliance with the provisions of Article 12 herein.

Prior to excluding a CIX member, the CIX Manager will notify the member about the possibility of exclusion by e-mail, using the address specified in the agreement.

Being the coordinator of CIX, SRCE is neither responsible for nor in charge of the exchange performed by CIX members via CIX.

SRCE is neither responsible for nor in charge of settling possible disputes between CIX members or disputes between CIX members and third parties.

3. CIX MEMBERSHIP

3.1. CIX MEMBERSHIP CONDITIONS AND ACCESSION PROCEDURE

Article 10

Any legal entity meeting the „*Conditions for CIX Membership*“ established by SRCE, as the coordinator of CIX, can become a CIX member. The conditions for becoming a CIX member are published on CIX websites.

The application for CIX membership is submitted on the standard form and it contains the data prescribed by SRCE.

„*Conditions for CIX Membership*“ are an integral part of this Policy.

Applications submitted for CIX membership shall be considered by SRCE.

Article 11

The status of a CIX member is acquired by concluding the „*Agreement on Membership and Usage of CIX Services*“ with SRCE.

The status of a CIX member is public and is announced on CIX websites.

3.2. TERMINATION OF CIX MEMBERSHIP

Article 12

CIX membership can be terminated:

(1) by the expiry of 90 days from the conclusion of the „*Agreement on CIX Membership and Usage of CIX Services*“, in case the CIX member has failed to carry out connection to CIX network infrastructure, whereby the contract is terminated without the obligation of prior notice from SRCE

(2) by the decision of a CIX member to terminate the „*Agreement on CIX Membership and Usage of CIX Services*“, of which the CIX member is obliged to notify SRCE in writing, not later than 30 days before the membership is terminated;

(3) by the decision of SRCE as the coordinator of CIX, to terminate the „*Agreement on CIX Membership and Usage of CIX Services*“, in case a member has failed to meet the current „*Conditions for CIX Membership*“ for a period exceeding 90 days;

(4) by the decision of SRCE, as the coordinator of CIX, to terminate „*Agreement on CIX Membership and Usage of CIX Services*“, in case a CIX member has not paid the fee for using CIX services for a period of 90 days, according to the issued invoice;

(5) by the decision of SRCE, as the coordinator of CIX, to terminate the „*Agreement on CIX Membership and Usage of CIX Services*“, in case of any other violation of the provisions stipulated either in the said agreement or in this Policy.

In any of the cases referred to in paragraph 1 of this article, a legal entity whose membership in CIX was terminated can reapply for the membership, provided that the reasons which caused termination of CIX membership have ceased to exist.

4. RIGHTS AND OBLIGATIONS OF A CIX MEMBER

4.1. RIGHTS OF A CIX MEMBER

Article 13

A CIX member connects to CIX network infrastructure directly or by using the member's equipment, depending on the type of CIX service contracted between the member and SRCE, the coordinator of CIX.

A CIX member undertakes to carry out connection to CIX network infrastructure and thus begin its usage of CIX services not later than 90 days after the conclusion of the „*Agreement on CIX Membership and Usage of CIX Services*“.

Article 14

By using CIX network infrastructure, a CIX member is able to exchange Internet traffic with other members.

Article 15

A CIX member appoints authorised administrative and technical personnel for operational cooperation with CIX. The appointment is performed by providing required data via an internal web of CIX.

4.2. OBLIGATIONS AND RESPONSIBILITIES OF A CIX MEMBER

Article 16

A CIX member is responsible for delivery, configuration, maintenance and operation of the equipment and of the telecommunication channels in its possession.

Article 17

A CIX member assumes the obligation to keep and regularly update administrative data in connection with changes related to the appointment of representatives of members in the CIX Forum, authorised administrative and technical personnel and the realised and implemented internet exchange (peering) with other CIX members.

Article 18

In the use of CIX services, a CIX member undertakes to act in compliance with the Internet norms determined by positive regulations, which primarily implies not inflicting any damage upon other parties, and especially upon other members or SRCE. Also, when using CIX services, CIX members are obliged to implement the regulations and laws of the Republic of Croatia as well as the internal acts of SRCE, stipulating the rules of business conduct.

A CIX member shall be responsible for any damage incurred on CIX equipment or on the equipment of another CIX member, the damage being caused either by the equipment or activity of the respective member, or by the activity of authorised technical personnel of the respective member in CIX. When using the equipment, the CIX member's authorised technical personnel shall handle it with due professional care.

Article 19

A CIX member shall be entirely responsible for the content of the Internet exchange performed via CIX, the origin or the destination of which is located in the network of the respective member. Should there be any dispute related to the content of the internet exchange, the respective CIX member shall be obliged to take all required activities of legal, technical or other nature, aimed at the resolution of the dispute.

Article 20

A CIX member is obliged to pay to SRCE's operating bank account a one-time access fee, in accordance with the invoice issued by SRCE in compliance with this Policy and with the „*Agreement on CIX Membership and Usage of CIX Services*“.

A CIX member is obliged to pay to SRCE's operating bank account the monthly compensation for CIX service, in accordance with the invoice issued by SRCE in compliance with this Policy.

A CIX service is subject to VAT taxation, depending on the headquarters of the taxpayer, user of the service, and in compliance with applicable legislation on VAT.

A CIX member's obligations referred to in paragraph 1 and 2 of this article shall become effective on the day of his/her connection to CIX network infrastructure.

5. THE CIX FORUM

Article 21

SRCE undertakes to establish a forum for discussions within the scope of CIX. The forum is open to all appointed representatives of CIX members.

The CIX Forum discusses the needs of the CIX members, the annual report on use, CIX development plans and provides proposals for improving the operation and use of CIX. The e-mail address of the forum is cix-forum@cix.hr.

SRCE undertakes to organize a CIX Forum Meeting once a year.

6. PROTECTION OF PERSONAL DATA

Article 22

SRCE collects and processes personal data of CIX Forum members and CIX members authorised administrative and technical personnel (hereinafter: CIX members authorized personnel) in accordance with provisions of Article 15 and 17 of this Policy. The following personal data which are collected: name and surname, e-mail address, telephone, and for CIX members authorised administrative and technical personnel additionally collected is the IP address and time of access to the internal web of CIX.

Personal data of the CIX Council members are collected for the purpose of exercising the rights and obligations under the jurisdiction of the CIX Council as prescribed by this Policy. Personal data of authorised administrative and technical personnel are collected for the purpose of carrying out operational tasks related to the CIX service and the granting of access rights to equipment owned by the CIX member.

Collected personal data will not be used for other purposes or transferred to third parties.

Personal data of CIX members authorized personnel that are collected and processed by SRCE are a necessary condition for exercising the rights and obligations of the „*Agreement on Membership and Use of the CIX Service*“, which is concluded based on this Policy.

SRCE will keep the personal data of authorized CIX member members for the duration of user relationship between SRCE and CIX member and 24 months after termination of that relationship.

CIX members authorized personnel whose personal data are collected by SRCE for the purposes of this service, under conditions from General Data Protection Regulation, have the right to access personal data collected by SRCE, the right to erasure (right to be forgotten), the right to restriction of processing, the right to data portability and the right to rectification of personal data via available information services if they are defective or modified.

CIX member undertakes to ensure that persons whose personal data are collected are informed, in accordance with the provisions of this Policy, on the requirement and purpose of their collection as well as their rights in accordance with paragraph 6 of this Article.

For all questions related to the provision of services, please contact us at cix@srce.hr.

For questions related solely to the protection of personal data in SRCE you need to contact the Personal Data Protection Officer in SRCE at e-mail: zop@srce.hr or by mail to the address of SRCE (Additional information is published on the website of SRCE - <https://www.srce.unizg.hr/en/contact>).

Persons whose personal data are collected under this Policy have the right to file a complaint regarding the collection and processing of personal data with the supervisory authority for the protection of personal data in the Republic of Croatia.

7. TRANSITIONAL AND FINAL PROVISIONS

7.1. ENTRY OF THE POLICY INTO FORCE

Article 23

This Policy shall enter into force on 23th April 2019.

7.2. AMENDMENTS TO CIX POLICY

Article 24

This Policy is issued by the Director of SRCE.

Any amendments to this Policy shall be issued by the Director of SRCE.

The Policy (revised text) shall be published on the websites of CIX, not later than 8 days before its entry into force.

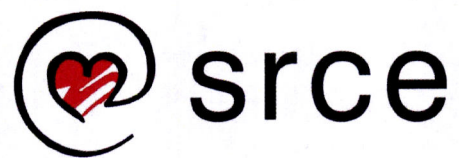
7.3. WRITTEN COMMUNICATION

Article 25

In terms of this Policy, the following shall be considered as written communication:

(1) an official letter duly signed by an authorised person from SRCE or by a CIX member, and certified with a seal, if applicable, or

(2) an electronic message (e-mail) sent by a CIX member representative to the e-mail address: cix@srce.hr, or an electronic message (e-mail) sent by SRCE from the address cix@srce.hr to the e-mail address determined by a CIX member for official electronic communication with SRCE.



(Policy_CIX_2019.docx)