

UNIVERSITY OF ZAGREB
UNIVERSITY COMPUTING CENTER



P O L I C Y
OF THE CROATIAN INTERNET
EXCHANGE (CIX) CROATIAN CENTER
FOR EXCHANGE OF INTERNET
TRAFFIC



Zagreb, May 2025

The basis for adopting the Policy:

- ↵ Article 31, paragraph 1 item j) of the Statute of University of Zagreb University Computing Centre

Date of adoption: 26 May 2025

Date of entry into force: 3 June 2025

Previous versions of the Policy:

- ↵ Policy Croatian Internet Exchange (CIX) National Center for Internet Exchange, REF.NO.: 02-5776/002-07 of 31 October 2007.
- ↵ Policy Croatian Internet Exchange (CIX) National Center for Internet Exchange, REF.NO.: 02-20-8802/001 of 27 October 2010.
- ↵ Policy Croatian Internet Exchange (CIX) National Center for Internet Exchange, REF.NO.: 3801-2-201-02-16-1 of 24 May 2016.
- ↵ Policy Croatian Internet Exchange (CIX) Croatian Center for Exchange of Internet Traffic, CLASS NO.: 030-02/19-201/001, REF.NO.: 3801-2-201-02-19-1 of 7 April 2019.

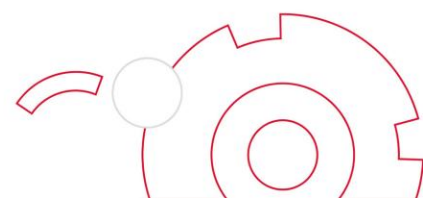
Zagreb, 26 May 2025

Director

CLASS NO.: 030-02/25-002/002

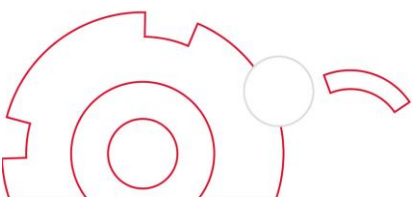
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1. GENERAL PROVISIONS

1.1. Introductory Provisions

Article 1

- (1) This Policy of the Croatian Internet Exchange (CIX) the Croatian Center for the Exchange of Internet Traffic (hereinafter referred to as the "Policy") sets out the organization and use of the Croatian Internet Traffic Exchange Center – Croatian Internet Exchange (hereinafter referred to as "CIX"). It also prescribes the rights and obligations of CIX members and of the University Computing Centre of the University of Zagreb (hereinafter referred to as "SRCE"), as well as the procedures and processes governing the commencement and termination of membership in CIX.
- (2) The terms used in this Policy that have gendered meaning shall be interpreted as gender-neutral and shall apply equally to both masculine and feminine genders.
- (3) In terms of this Policy, the following shall be considered as written communication:
 - an official letter duly signed by an authorised person from SRCE or by a CIX member, and certified with a seal, if applicable, or
 - 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.

1.2. About CIX

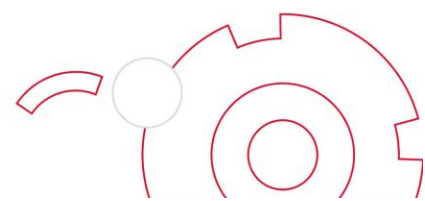
Article 2

- (1) SRCE manages CIX and represents CIX in legal transactions, safeguarding its interests within the Republic of Croatia and in international relations.
- (2) CIX facilitates the efficient exchange of internet traffic between computer networks within the Republic of Croatia, without the load of third networks which is of national importance for the effective and rational use, as well as the continued growth and development, of the internet in the Republic of Croatia.

1.3. Technical and Organisational Principles of CIX

Article 3

- (1) From a technical standpoint, CIX constitutes a distinct, distributed network infrastructure to which CIX members connect, thereby enabling data exchange among all CIX members in accordance with their bilateral or multilateral agreements.
- (2) A CIX member connects to the CIX network infrastructure via an established telecommunications channel, either directly or by using the member's own equipment. The said telecommunications channel may be owned by the member or leased by the member for the purpose of connecting to CIX.
- (3) CIX is not an Internet Service Provider and does not provide IP-level connectivity services to end users, but only the possibility of interconnection between CIX members through CIX.



- (4) IP-level interconnection (peering) is established between interested CIX members on the basis of their mutual agreements or arrangements, and through the appropriate configuration of equipment owned by the CIX members. IP addresses within the CIX network infrastructure are allocated to individual members by SRCE, from the range of IP addresses assigned to CIX by RIPE (Réseaux IP Européens).

Article 4

- (1) CIX is a not-for-profit service operated by SRCE and is available on equal terms to all legal entities that meet the requirements for CIX membership.
- (2) SRCE appoints the CIX Manager. The CIX Manager organizes and is responsible for the operation of CIX, and represents SRCE as the CIX coordinator fully and independently in all matters relating to the relationship between SRCE and a CIX member.

Article 5

Information about CIX, its operations, types of services, membership requirements, as well as a list of members, is published on the public website of CIX.

2. CIX SERVICES AND SRCE AS THE COORDINATOR OF CIX

2.1. Cix Services and Price of Cix Services

Article 6

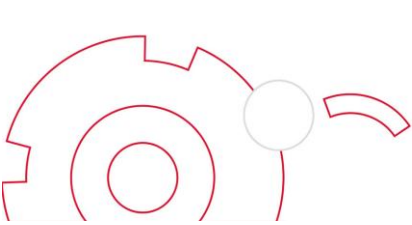
- (1) SRCE, as the coordinator of CIX, establishes the technical description of the CIX network infrastructure, the types of CIX services, and the prices of individual types of services through a separate document titled 'Technical Description and Services of CIX,' which is issued by the Director of SRCE based on this Policy.
- (2) The CIX Forum may propose to SRCE the establishment of additional services within the CIX services, in accordance with Article 22 of this Policy.

Article 7

- (1) SRCE, as the coordinator of CIX, determines the access fee for new CIX members and the monthly fee for the use of CIX services.
- (2) All CIX service prices must be formed on a 'not-for-profit' principle. In determining the price, SRCE consults with the CIX Forum.

Article 8

- (1) SRCE has the right to modify the types and prices of services established in the document titled 'Technical Description and Services of CIX,' with notice to CIX members at least 30 days prior to the changes taking effect.
- (2) The document titled 'Technical Description and Services of CIX' is published on the public website of CIX.



2.2. Rights and obligations of SRCE, the Coordinator of CIX

Article 9

SRCE, as the coordinator of CIX, provides services to all CIX members under equal terms and with the care of a diligent professional, in accordance with the provisions of this Policy, industry standards, and based on the terms of the membership and service use agreement that each CIX member is required to enter into with SRCE.

Article 10

- (1) SRCE may exclude a CIX member from the CIX network infrastructure, in accordance with the provisions of Article 13 of this Policy.
- (2) Before excluding a CIX member, the CIX Manager will warn the member of the potential exclusion via email, sent to the address specified in the agreement.
- (3) SRCE, as the coordinator of CIX, is not responsible for and is not in charge of the traffic exchanged between CIX members through CIX.
- (4) SRCE bears no responsibility and is not in charge of resolving disputes that may arise between CIX members, or between CIX members and third parties.

3. CIX MEMBERSHIP

3.1. Cix Membership Conditions and Accession Procedure

Article 11

- (1) Any legal entity that meets the membership requirements established by the Director of SRCE, based on this Policy, may become a member of CIX. These requirements are specified in a separate document titled 'Membership Requirements for CIX,' which is published on the CIX website.
- (2) The membership application is to be submitted on the form and with the information specified by SRCE to the email address cix@srce.hr.
- (3) Applications submitted for CIX membership shall be considered by SRCE.

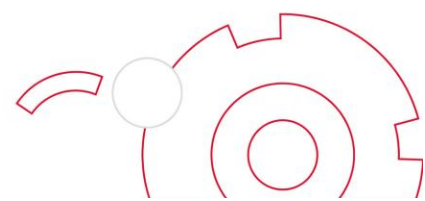
Article 12

- (1) The status of a CIX member is acquired by entering into a membership and service use agreement with SRCE.
- (2) The status of a CIX member is public and is published on the public website of CIX.

3.2. Termination of CIX Membership

Article 13

- (1) CIX membership can be terminated:
 - upon the expiration of 90 days from the date of signing the membership and service use agreement, if the CIX member fails to connect to the CIX network infrastructure, the agreement is terminated without the obligation of prior notice from SRCE



- by the decision of the CIX member to terminate the membership and service use agreement, of which the CIX member is obligated to notify SRCE in writing at least 30 days prior to the termination of membership
 - by the decision of SRCE, as the coordinator of CIX, to terminate the membership and service use agreement, in the event that the member fails to meet the prescribed membership requirements for a period longer than 90 days
 - by the decision of SRCE, as the coordinator of CIX, to terminate the membership and service use agreement, in the event that the CIX member fails to pay the fee for the use of CIX services within 90 days in accordance with the issued invoice
 - by the decision of SRCE, as the coordinator of CIX, to terminate the membership and service use agreement, in the event of any other violation of the provisions stipulated either in the said agreement or in this Policy.
- (2) 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 14

- (1) 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.
- (2) The CIX member undertakes to carry out connection to the CIX network infrastructure and thereby begin the operational use of CIX services within 90 days from the date of entering into the membership and service use agreement.

Article 15

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

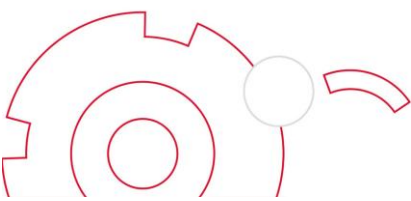
Article 16

A CIX member appoints authorized administrative and technical personnel for operational cooperation with CIX. The appointment is performed by providing the required information through the internal CIX service website.

4.2. Obligations and Responsibilities of a CIX Member

Article 17

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



Article 18

A CIX member undertakes to maintain and regularly update administrative information relating to changes in the appointment of its representatives in the CIX Forum, as well as its authorized administrative and technical personnel.

Article 19

- (1) In using CIX, a CIX member undertakes to act in accordance with internet standards as defined by applicable regulations, which primarily includes the obligation to avoid causing harm to others, particularly to other members or to SRCE. When using CIX, CIX members are also required to comply with the laws of the Republic of Croatia, applicable European Union regulations, and internal acts of SRCE stipulating the rules of business conduct.
- (2) A CIX member is liable for any damage caused to CIX or to another CIX member as a result of the actions of that member or its authorized technical personnel within CIX. The authorized technical personnel of a CIX member are required to act with the care of a diligent professional when using CIX.

Article 20

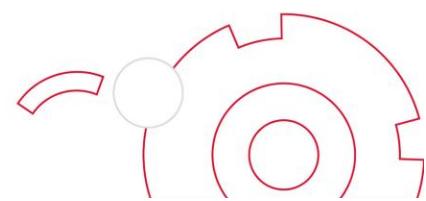
- (1) A CIX member shall be entirely responsible for the content of the Internet exchange performed via CIX, the origin or the destination of which is located in the network of the respective member.
- (2) Should there be any dispute related to the content of the internet exchange, the respective CIX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

Article 21

- (1) The CIX member is required to pay a one-time access fee to IBAN of SRCE in accordance with the invoice issued by SRCE, based on this Policy and the concluded membership and service use agreement for CIX.
- (2) 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.
- (3) 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.
- (4) The obligation of the CIX member under paragraphs 1 and 2 of this Article arises on the day the connection to the CIX LAN is established.

5. THE CIX FORUM**Article 22**

- (1) SRCE shall establish a forum for discussions within the scope of CIX. The forum is open to all appointed representatives of CIX members.
- (2) The CIX Forum discusses the needs of the members, the annual report on CIX usage, and development plans, and provides proposals for improving the operation and use of CIX.

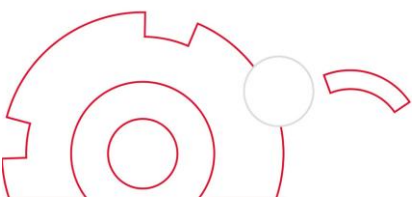


- (3) The e-mail address of the forum is cix-forum@cix.hr.
- (4) SRCE shall organize a meeting of the CIX Forum once a year.

6. PROTECTION OF PERSONAL DATA

Article 23

- (1) SRCE collects and processes the personal data of members of the CIX Forum and authorized administrative and technical personnel of CIX members (hereinafter: 'authorized personnel of CIX members') in accordance with the provisions of Articles 16 and 18 of this Policy. The personal data collected include: full name, email address, and telephone number, and for authorized administrative and technical personnel of CIX members, additionally the IP address and access time to the internal CIX service website.
- (2) 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.
- (3) Collected personal data will not be used for other purposes or transferred to third parties.
- (4) The personal data of authorized personnel of CIX members that SRCE collects and processes are a necessary condition for the exercise of rights and obligations under the membership and service use agreement, which is concluded based on this Policy.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) For any questions related to the provision of the service, please contact cix@srce.hr.
- (9) For questions solely related to personal data protection at SRCE, please contact the Data Protection Officer at zop@srce.hr or by mail to the registered address of SRCE. Additional information is published on the public website of SRCE.
- (10) Persons whose personal data are collected under this Policy have the right a 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. FINAL PROVISIONS

Article 24

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

Article 25

- (1) This Policy shall enter into force on the eighth day after its publication on the public website of SRCE.
- (2) Upon the entry into force of this Policy, Policy Croatian Internet Exchange (CIX) Croatian Center for Exchange of Internet Traffic, CLASS: 030-02/19-201/001, REF. NO: 3801-2-201-02-19-1, dated April 7, 2019, shall cease to be in force.

