



TERMS & CONDISTIONS

Version 1.0 - Issued: 10/03/2020

Definitions

- **MTIT:** The Ministry of Telecom. and Information Technology., the governmental arm that owns and manages *PS-IX*.
- **PS-IX:** The Palestine Internet Exchange, present in Ramallah city a neutral *PLATFORM* for exchange of Internet traffic in Palestine.
- **SERVICES:** The services provided by *PS-IX* to its *MEMBERS*.
- **PLATFORM:** The infrastructure, equipment and software, owned and managed by *MTIT*, on which *PS-IX SERVICES* are implemented.
- **COLOCATION FACILITY:** Physical space (e.g. a building or a room) suitable for hosting telecommunication or IT equipment.
- **POINT OF PRESENCE:** A *COLOCATION FACILITY* where *PS-IX* equipment is installed.
- **CONNECTION:** A link or a telecommunication circuit that connects a *MEMBER*'s equipment to the *PS-IX PLATFORM*.
- **RESELLER:** A third party that has obtained the right to resell *PS-IX SERVICES* (through the execution of a special reselling contract with *MTIT*).
- **MEMBER:** Any legal entity that connects to *PS-IX PLATFORM* and uses *PS-IX SERVICES* in order to exchange Internet (IP) traffic with other *MEMBERS*.
- **REMOTE MEMBER:** Any *MEMBER* that connects to *PS-IX PLATFORM* via a *RESELLER*.
- **DIRECT MEMBER:** Any *MEMBER* that is not a *REMOTE MEMBER*.
- **RESELLER PORT:** A port on the *PLATFORM*, allocated to a specific *RESELLER*, where *CONNECTIONS* of *REMOTE MEMBERS* of such *RESELLER* are implemented.
- **WEBSITE:** The official *PS-IX* website, <http://www.ps-ix.ps/>.
- **MEMBERS' PORTAL:** The restricted (non-public) area of the *PS-IX WEBSITE*.
- **TERMS & CONDISTIONS:** The terms and conditions governing the use and access to *PS-IX SERVICES*, as described herein. The current version of the *TERMS & CONDISTIONS* is posted on the *PS-IX WEBSITE*.
- **PRICELIST:** The *PS-IX* pricelist. The current version of the pricelist is posted on the *PS-IX WEBSITE*.

1. Purpose

- 1.1. The Palestine Internet Exchange (*PS-IX*) is operated by *MTIT*. Its purpose is to facilitate the exchange of Internet traffic in Palestine. The *POINTS OF PRESENCE* in Ramallah at west bank of the Palestinian state.

- 1.2. Any legal entity that operates on the internet, using it as part of its business activity, is eligible to become a *PS-IX MEMBER*, provided that it holds (or has the right to use) a public Autonomous System (AS) number. The lawful possession of a public Autonomous System numbers derives from the public registers of the relevant registration authorities (RIPE NCC, ARIN, AFRINIC, LACNIC, APNIC).
- 1.3. The *PLATFORM* provides Ethernet-Layer communication among *MEMBERS* that interconnect to the *POINT OF PRESENCE*, thus allowing the *MEMBERS* to exchange IP traffic. *PS-IX MEMBERS* connect to the *MTIT* and use the *PS-IX SERVICES* in order to exchange traffic with other *MEMBERS*.
- 1.4. Exchange of internet traffic between two *MEMBERS* is subject to the existence of a mutual interest and the conclusion of a direct or indirect traffic exchange agreement.
- 1.5. *PS-IX SERVICES* and their technical specifications are described in detail at the *PS-IX WEBSITE*. *MTIT* updates the *SERVICES* and their specifications in order to address new needs, optimize their performance and quality, and prevent or resolve problems.
- 1.6. The use of *PS-IX* and its *SERVICES* constitutes acceptance of the *TERMS & CONDISTIONS* as in force at *any time*.

2. Limitations

- 2.1. Each *MEMBER* may use the *PS-IX SERVICES* for legitimate purposes only, in accordance with the applicable law, its Articles of Incorporation, the contract executed with *MTIT* or a *RESELLER*, the current *TERMS & CONDISTIONS* and the technical instructions and specifications posted on the *PS-IX WEBSITE*.
- 2.2. Each *MEMBER* agrees to comply with the instructions received by *MTIT* in the event of malfunction or other deviations from the regular operating conditions of the *PS-IX PLATFORM* and/or *SERVICES* (e.g. network attacks etc.).
- 2.3. The exchange of IP traffic between two members requires a mutual agreement between these *MEMBERS*, as this derives from traffic exchange agreements and/or IP space announcements through the BGP protocol.
- 2.4. Each *MEMBER* agrees not to use *PS-IX SERVICES* in a manner that could cause damage or adversely affect the regular operation of the *PS-IX PLATFORM* or *SERVICES*. Each *MEMBER* agrees and accepts not to make use of the *PS-IX SERVICES* in a manner that could harm or adversely affect the smooth and regular operation of *PS-IX PLATFORM* or *SERVICES*. Each *MEMBER* undertakes to use the *PLATFORM* and the *SERVICES* in an appropriate manner and under no circumstances exploit any weaknesses in technologies and protocols used. Otherwise, *MTIT* reserves the right to

suspend all or part of the *PS-IX SERVICES* to such *MEMBER*, until the cause of such suspension is remedied, without however suspending or releasing such *MEMBER* from relevant service fees and charges.

- 2.5. *MTIT* shall use its reasonable endeavors to keep the *PLATFORM* and the *PS-IX SERVICES* safe and secure from unauthorized access and use, and to confine inherent technical limitations of the technologies and protocols used. Each *MEMBER* accepts the limitations and weaknesses of the technologies and protocols that it knowingly uses in order to connect to the *PLATFORM* and in order to receive the *PS-IX SERVICES*. *MTIT* and the *MEMBERS* cooperate in good faith to address security issues.
- 2.6. The purpose of *PS-IX* is to facilitate the exchange of IP traffic among its *MEMBERS*. The limited use of the *PLATFORM* by a *MEMBER* in order to route its internal traffic (i.e., from one of its *CONNECTIONS* to another) is allowed, provided that the aforementioned traffic does not exceed, on average, the 40% of the total traffic for that *MEMBER*.

3. Route Servers

- 3.1. In order to facilitate the exchange of routing information, the *MEMBERS* may use the *PS-IX* route servers which are provided as part of the *PLATFORM*. By implementing BGP peerings with the route servers, *MEMBERS* can exchange routing information with other *MEMBERS* of the same *ISLE* without implementing direct, bilateral BGP peerings with each of those *MEMBERS*.
- 3.2. The use of the route servers is optional. *MEMBERS* that opt to use the route servers explicitly accept that the routing tables and routing information that they exchange with the route servers will be publicly available -for debugging purposes- through a "looking glass" tool. Moreover, they expressly agree that such information does not fall within the scope of the confidentiality clause of section 7 of the present.

4. Web Site and MEMBERS' Portal

- 4.1. The list of *PS-IX MEMBERS*, including their AS number, is publicly posted on the *PS-IX WEBSITE*.
- 4.2. All *MEMBERS* gain access to classified information, tools and statistics through the *MEMBERS' PORTAL* and the personal user accounts assigned to their personnel. *MEMBERS* must follow established good practices to keep their user accounts up-to-date and secure from unauthorized use (e.g. by deleting inactive users, using strong passwords, regularly changing passwords, etc.)

5. Contacts and Roles

- 5.1. Each *MEMBER* is required to state and keep up-to-date the following:
 - (a) Company invoicing details (corporate name, VAT number, head office address etc.)
 - (b) Contact details for the following roles and contacts (name, e-mail, telephone):
 1. One or more Legal Representatives with the right to represent the *MEMBER* and sign on its behalf for any issue relating to *PS-IX*. Such role shall not be required for *REMOTE MEMBERS*.

2. One or more Administrative Representatives for all administrative issues. Additionally, mailing lists can also be included for such communication.
3. One or more Technical Representatives for technical issues. Additionally, mailing lists can also be included for such communication.
4. One or more Billing Representatives for invoicing and accounting matters.

It is noted that the e-mail addresses stated under items (2) and (3) hereinabove, without being disclosed to other *MEMBERS*, shall be used for creating mailing lists that can be used both by *MTIT* and the *MEMBERS* for discussing administrative and technical issues respectively.

(c) Contact details (e-mail, telephones), available to all *MEMBERS*, of the competent departments responsible for (a) contracting IP traffic exchange agreements and (b) for operation and/or troubleshooting issues.

- 5.2. The above data shall be recorded by *MTIT* at the *MEMBERS' PORTAL*. *MTIT* shall not be responsible for updating such data other than recording it in the *MEMBERS' PORTAL*. The responsibility for updating it shall be borne by the *MEMBER*, which is liable vis-à-vis *MTIT* for the accuracy of the above data.
- 5.3. The aforementioned data, unless expressly otherwise stated, shall be accessible only by *MTIT* and the *MEMBER* concerned, shall be used exclusively for the purposes described hereinabove and shall be retained for as long as they are designated as valid by the *MEMBER*.

6. Requests

- 6.1. Requests, inquiries and problem reports are submitted to *PS-IX* via telephone or email. The exact contact details are posted at the *PS-IX WEBSITE* and the *MEMBERS' PORTAL*.
- 6.2. Requests submitted by *DIRECT MEMBERS* that incur one-off fees or modify the recurring (e.g. monthly) charges of this *MEMBER*, such as the addition, the removal or the upgrade of ports on the *PLATFORM*, require the submission of a duly signed Service Order Form. By signing the Service Order Form, the *DIRECT MEMBER* accepts the charges stemming from the request, according to the *PS-IX* services contract and *PRICELIST* as in force at that time. (It is noted that respective *REMOTE MEMBERS'* requests are submitted through their *RESELLER*.)

7. Security and Confidentiality

- 7.1. *MTIT* and the *MEMBERS* undertake to comply with the provisions of the EU and national legislation on the protection of personal data and security of telecommunications, networks, systems and information, as applicable at any time.
- 7.2. *MTIT* reserves the right to process, monitor, and store traffic samples strictly for reasons related to debugging, operation, design, and production of statistics. *MTIT* shall not retain traffic samples containing personal data for any period longer than six (6) months.
- 7.3. *MTIT* shall not grant access to data exchanged between *PS-IX MEMBERS* to third parties, save upon the lawful request of competent public authorities.
- 7.4. *MTIT* reserves the right to retain aggregated data for the production of statistics, for optimizing the operation,

troubleshooting and designing the PS-IX SERVICES, and in general in the context of pursuing its research and academic purposes. MTIT also reserves the right to publish statistics after they have been anonymized, aggregated or appropriately processed so as not to disclose, directly or in conjunction with other data, content or personal data. Statistics relating to the quality or quantity of a MEMBER's traffic shall not be published without the prior written consent of the latter.

- 7.5. MTIT shall not process data or content exchanged through PS-IX PLATFORM for purposes other than those expressly described in the relevant agreement and the present TERMS & CONDITIONS.
- 7.6. Throughout the provision of PS-IX SERVICES hereunder and for five (5) years after termination hereof, MTIT and the MEMBERS undertake to keep confidential any data/information, available to them, provided that they are classified and labeled as "confidential" including any other similar indication denoting the confidential nature thereof, or that the confidentiality of the information/data results easily from the mere nature of such data/information. It is expressly mentioned that any non-public information, as well as any information regarding other MEMBERS obtained through the MEMBERS' PORTAL or due to a malfunction, bug or inefficiency of the PLATFORM or SERVICES, shall be understood as such confidential information. Under no circumstances shall MTIT or the MEMBERS be bound by a confidentiality clause vis-à-vis the Palestinian State and the European Union authorities. The confidentiality shall be suspended in the event of any pending lawsuits or other legal proceedings insofar it is necessary and strictly for the use of the parties, their legal guardians and the judges.

8. Amendments to this document

- 8.1. MEMBERS hereby expressly and unreservedly accept the current version of the PS-IX TERMS & CONDITIONS, in force at any time
- 8.2. MTIT reserves the right to modify or update the TERMS & CONDITIONS, however upon giving a prior notice of such modifications or updates to its MEMBERS by posting them at the PS-IX WEBSITE and by e-mailing them to their Administrative Contacts, at least three (3) months prior to the date they enter into force. The date such new TERMS & CONDITIONS enter into force, shall be indicated on their updated version. Should any MEMBER disagree with such updated version, it must terminate its agreement prior to the effective date of the updated version; otherwise the latter shall be deemed expressly and unconditionally accept

9. Disclaimer and limit of liability

- 9.1. MTIT shall strive to maintain the operation of PS-IX PLATFORM and SERVICES seamless and uninterrupted, on a 24x7 basis. Nevertheless, the PLATFORM and SERVICES are provided on an "as is" basis, without any reassurance or guarantee for uninterrupted and/or seamless operation.
- 9.2. MTIT shall not be liable vis-a-vis PS-IX MEMBERS or any third parties for any indirect or incidental or moral damages, f or loss of data, profits or revenues, associated or related to the use of PS-IX SERVICES.
- 9.3. MTIT does not control and is not responsible for the content, data and information exchanged between the MEMBERS through the PS-IX PLATFORM.

10. Applicable Law - jurisdiction

- 10.1. The present TERMS & CONDITIONS are governed and construed in accordance with Palestinian law.