



btIX Membership Terms and Conditions

Definitions

"Member(s)" means users with networks connected to Bhutan Internet Exchange Point.

"btIX" is the general name used to describe the Internet Exchange Point in Bhutan.

"We" or "us" means the operator of btIX.

"You" means the member under this agreement and "your" has a corresponding meaning.

Agreement

This agreement covers your connection to btIX. This is not to be confused with the set of bilateral BIX peering agreements which are set up between your network and other networks at btIX.

This agreement begins when you correctly complete the **btIX application form**. The agreement will last for a period of one year, after which it will be extended automatically by periods of one year unless terminated by either party (you or us) giving three months notice in writing prior to the expiry of a one-year period.

Objective of the agreement

The general purpose of the btIX is to promote the use of data communication and to provide a framework for cooperation in Bhutan that will allow the users of the participating networks to communicate with each other in the easiest way possible. The cooperation will, by implication, follow the prevailing rules and practices of the worldwide IP-network, the Internet, which each of the participating networks are a part of.

Connecting Your Network to the btIX

General provisions

The following principles apply to btIX neutral Public LAN network that your network connects to:

- You are free to set up bilateral network connections independently across the Bhutan IX because it is a neutral Public LAN infrastructure.
- We will operate route servers at the btIX which you are mandatory to peer with. Peering connections are implemented using the BGP protocol. Any change to this will be made in consultation with all members connected to the btIX.
- IGP protocols (RIP, IGRP, ISIS, OSPF, VRRP etc.) must not be used or transmitted on the neutral Public LAN network.



- Your connection to the btIX must be implemented so that you are able to control your own internal traffic. Consequently, traffic being addressed within your network will remain on your network.

You will pay all costs related to connecting your network to the btIX.

Correspondingly, we will cooperate with you in respect of the function of the peering point and also to provide the necessary assistance to you on normal terms.

Exclusion and disruption

You must ensure that your usage of the btIX is not detrimental to the Public LAN Network or to the usage of it by other operators.

Under certain circumstances, we or you may disrupt the connection between the neutral Public LAN network and your network. These circumstances are:

- if either we or you deliberately misuse the networks in any way, or
- if either we or you cause an unreasonable load to the networks of individual members or in any other way cause a threat to the function and applicability of the network.

Each party (Us or You) should try to contact the other before such a disruption is made. In matters of urgency, however, disruption may be made immediately. The IXP board shall determine urgency of the matter.

Liability

No party (you or us) to this agreement can be held liable for indirect or consequential damage.

All liability rests with you with respect to the correctness and suitability of any and all information transmitted and any and all results thereby obtained.

Updating of equipment

Each party (you or us) are entitled to install new versions of equipment and software.

Other provisions

These terms and conditions should be read in conjunction with the btIX Operational Principles.

Transfer

No party (you or us) to this agreement may transfer its part of this agreement to any third party without the approval of the other party.



Legal disputes

Any dispute and controversy arising out of or in connection with this Agreement will be referred to arbitration according to the law of Bhutan.