



BIX.BG Ltd (BIX.BG)
GENERAL TERMS AND CONDITIONS
effective as of 01.09.2009

amended as of 01.12.2010, 01.05.2011 and 01.01.2019

1. SCOPE AND GENERAL RULES

- 1.1. Any and all contracts entered into upon by BIX.BG Ltd. (BIX.BG), a legal entity duly incorporated and registered under the laws of Bulgaria, whose registered address is at: 46, Stanislav Dospevski Str., Sofia, Bulgaria, Company Registration Number: BG 200783826 and a MEMBER for providing SERVICES shall be based exclusively on the General Terms and Conditions outlined in this document.
- 1.2. (Amendment in force from 01.12.2010) The present GTC are obligatory for BIX.BG and MEMBERS and are an integral part of the individual contracts (the CONTRACT) signed between the parties. The GTC are considered to be accepted upon signing the CONTRACT and shall apply to all future business transactions between the parties even if not explicitly agreed again.

2. DEFINITIONS AND MAIN PRINCIPLES

- 2.1. **MEMBER:** Legal entity that complies with the TECHNICAL REQUIREMENTS under present GTC and having signed a CONTRACT with BIX.BG.
- 2.2. **PEERING TRAFFIC (PEERING):** IP traffic that has originated in one BIX.BG MEMBER's network and its destination is in another BIX.BG MEMBER's network.
- 2.3. **PUBLIC PEERING:** An access technology realized across a Layer 2, generally called a shared switching fabric using Ethernet protocol. Multiple carriers interconnect with one or more other carriers across a single physical port using Ethernet protocol. The companies organizing and managing PUBLIC PEERING locations are called Internet eXchange Points (IXP) or Internet eXchange (IX).
- 2.4. **PHYSICAL INTERFACE:** Ethernet port at BIX.BG' equipment with a certain type and speed.
- 2.5. **BIX.BG:** Legal entity organizing an Internet Exchange Point, offering access SERVICES across Layer 2 shared infrastructure via PHYSICAL INTERFACE.
- 2.6. **SERVICES:** BIX.BG SERVICES provided under terms and conditions of present GTC.
- 2.7. **NON-DISCRIMINATION:** BIX.BG shall offer SERVICES to all MEMBERS at equal conditions according to its business policy. BIX.BG shall publish current information for the offered SERVICES, GTC and SLA on its Internet page address www.bix.bg.
- 2.8. **ACCESS TO THE SERVICES:** BIX.BG shall provide SERVICES under individual CONTRACTS to any interested legal entity that complies with the TECHNICAL REQUIREMENTS under non-discrimination condition.
- 2.9. **GLOBAL TRANSIT INTERNET SERVICES:** BIX.BG is not an Internet Service Provider – ISP and does not offer internet traffic services and may restrict offering of GLOBAL TRANSIT INTERNET SERVICES through the PUBLIC PEERING.
- 2.10. **SERVICE LEVEL AGREEMENT - SLA:** An additional document that states BIX.BG obligations and responsibility for provisioning of high quality SERVICES.
- 2.11. **PEERING POLICY:** MEMBER's policy that outlines its terms and conditions for the exchange of PEERING TRAFFIC with other MEMBERS.

- 2.12. **PEERING AGREEMENTS:** PEERING TRAFFIC exchange agreements between any two MEMBERS. BIX.BG is not a side in the PEERING AGREEMENTS between the MEMBERS. BIX.BG aim is to provide necessary conditions for all of the MEMBERS to exchange PEERING TRAFFIC. BIX.BG provides technical possibilities to the MEMBERS to apply their own PEERING POLICY.
- 2.13. **BIX.BG IP Address:** Internet Protocol – IP Address from BIX.BG Internet address space, contributed to the MEMBER during the CONTRACT period.
- 2.14. **ROUTE SERVERS:** Two BIX.BG ROUTE SERVERS that use dynamic routing protocol BGP4 (Border Gateway Protocol version 4). The MEMBERS hold BGP sessions and announce their prefixes by BGP Communities according to their own PEERING POLICIES for the outgoing traffic. Concerning the incoming traffic (announces to be accepted) the control belongs entirely to the MEMBER. According to its PEERING POLICY the MEMBER can filter which announces received from ROUTE SERVERS to accept.
- 2.15. **POINTS OF PRESENT:** Physical addresses (including collocation center and communication rack) where BIX.BG offers access to its SERVICES.
- 2.16. **DEMARCATIION POINT:** Physical point at which BIX.BG offers access to its SERVICES. The MEMBER sets up and supports communication connectivity to the DEMARCATIION POINT on its own expense. DEMARCATIION POINT is an ODF in a communication rack rented by BIX.BG, situated in a collocation center.
- 2.17. **READY FOR SERVICE DATE:** The date on which the MEMBER wishes to receive the SERVICE for the first time. As of the READY FOR SERVICE DATE the MEMBER must have fulfilled its CONTRACT obligations according p. 7.1. as well as have to set up the communication connectivity to the DEMARCATIION POINT.
- 2.18. **PORT NAME:** A symbol combination defined by BIX.BG, unique for each PHYSICAL INTERFACE. The purpose of it is an easy identification of the PHYSICAL INTERFACE in cases of technical problems.
- 2.19. **BIX.BG ENGINEER ON DUTY:** Qualified employee and/or BIX.BG contactor responsible for monitoring the proper functionality of the shared switching infrastructure who receives calls from the NOC of the MEMBER and is personally responsible for TECHNICAL PROBLEMS SOLVING PROCEDURE.
- 2.20. **NOC (Network Operations Center) of MEMBER:** MEMBER's expert employees on duty responsible for monitoring the proper SERVICE functionality who keep contact with the BIX.BG ENGINEER ON DUTY if any technical problem occurs.

3. TECHNICAL REQUIREMENTS

- 3.1. **AUTONOMOUS SYSTEM NUMBER - ASN:** Each MEMBER shall have its own unique ASN, received from RIR/LIR (Regional or Local Internet Registry).
- 3.2. **MEMBER ADDRESS SPACE:** IP addresses of the MEMBER and/or its CLIENTS registered under RIR/LIR (Regional or Local Internet Registry) rules used for the purpose of exchanging PEERING with other MEMBER/S.
- 3.3. **BGP4:** Each MEMBER shall support dynamic routing protocol BGP4 on its routers and shall announce its MEMBER ADDRESS SPACE to the ROUTE SERVERS according to its PEERING POLICY.

4. BIX.BG SERVICES

4.1. MAIN PORT SERVICE includes:

- One access PHYSICAL INTERFACE to the PUBLIC PEERING shared switching infrastructure at the POINT OF PRESENCE;
- One BIX.BG IP address;
- Static SERVICE access authorization of one MEMBER's MAC address (Media Access Control address);
- Two BGP sessions to the ROUTE SERVERS – between MEMBER's AUTONOMOUS SYSTEM and the BIX.BG AUTONOMOUS SYSTEM (AS15669).

4.2. ADDITIONAL PORT SERVICE:

4.2.1. ADDITIONAL PORT may be ordered only if the active MAIN PORT of the MEMBER supports the same or higher speed as the newly ordered;

4.2.2. the ADDITIONAL PORT can be configured in one of the following options:

- analogous to the MAIN PORT; or

- as an ADDITIONAL PORT to the MAIN PORT from the same type and speed, connected at the same POINT OF PRESENT in order to aggregate the traffic and keep the rest parameters unchanged. The Aggregation and the distribution of the traffic among the ports shall be done over LACP (Link Aggregation Control Protocol). This configuration is called a GROUP OF PORTS. The number of the ports shall not exceed 8 (eight).

4.3. VIRTUAL IP CONNECTION SERVICE:

- 4.3.1. VIRTUAL IP CONNECTION is an additional SERVICE. Using this SERVICE the MEMBERS can transfer IP traffic over shared switching infrastructure using the same PHYSICAL PORTS independent of the PUBLIC PEERING.
- 4.3.2. SERVICE activation require to have a MEMBER initiator and a MEMBER/S recipient/s.
- 4.3.3. The initiator pays the SERVICE fees.
- 4.3.4. The RECIPIENT agrees the SERVICE to be activated. If a new RECIPIENT wants to join, all of the existing RECIPIENTS have to confirm their consent.
- 4.3.5. The SERVICE may be configured not only on MEMBER's MAIN PORT but also on the ADDITIONAL PORTS, if required.
- 4.3.6. Different VIRTUAL IP CONNECTION SERVICES are distinguished on the basis of VLAN ID (VIRTUAL IP CONNECTION number). MEMBER's switch shall support IEEE802.1Q standard. The following requirements and restraints are applicable to each VIRTUAL IP CONNECTION:
 - The PUBLIC PEERING access can be provided native or over separate VLAN with ID 669;
 - The MEMBER shall use equipment receiving VLAN ID values from 2 to 4095;
 - Maximum MAC addresses: 20;
 - Maximum broadcast packages per second: 10;
 - Maximum Ethernet frame size (MTU): 1500 bytes.

5. BIX.BG obligations:

- 5.1. BIX.BG shall supply technical resources to provide the agreed SERVICE on the READY FOR SERVICE DATE as well as to start it in 1 (one) working day after the MEMBER fulfills all its obligations as per p. 7.1.
- 5.2. BIX.BG shall provide the SERVICES according to the SERVICE LEVEL AGREEMENT.
- 5.3. BIX.BG shall publish on its Internet page address www.bix.bg actual information for its pricing policy and point of contacts.
- 5.4. BIX.BG shall provide a password to an AUTHORIZED REPRESENTATIVE of the MEMBER who will have a personal access to BIX.BG Internet page address my.bix.bg, for receiving any information, including information for the active MEMBER SERVICES as well as the possibility to order additional SERVICES and to confirm the start of new SERVICES.

6. BIX.BG rights:

- 6.1. To receive the payment of the agreed SERVICES fees.
- 6.2. To suspend MEMBER's access to the SERVICE in cases of delay of the payment if such a delay exceeds more than 20 (twenty) calendar days from the due payment date.
- 6.3. To give technical and operational instructions to ensure proper use of the SERVICE – via advice, via e-mail or by publication on its Internet site or in the GTC.

7. The MEMBER obligations:

- 7.1. To set up and support communication connectivity to the DEMARCATION POINT and necessary technical equipment at its own expense.
- 7.2. To use the SERVICE according to the CONTRACT conditions for the agreed purpose.
- 7.3. To follow the technical and operational instructions of BIX.BG for proper use of the SERVICE and the connected equipment and shall not change or allow any unauthorized change of the type, speed or any other SERVICE parameters.

- 7.4. To follow the instructions and requirements for the SECURITY OF THE SHARED SWITCHING INFRASTRUCTURE referred to in the SERVICE LEVEL AGREEMENT.
 - 7.5. To observe the legislation in force as well as any restrictions and prohibitions imposed by the competent state authorities concerning the use or supply of the SERVICE. The MEMBER shall obtain any necessary permissions or registrations as set out by law.
 - 7.6. To notify BIX.BG ENGINEER ON DUTY on the phone for any technical problems or lower quality of the SERVICE.
 - 7.7. To cooperate with BIX.BG ENGINEER ON DUTY during the processes of SERVICE maintenance or resolving technical problems and etc.
 - 7.8. To pay the fees due the CONTRACT following the terms and conditions set down in the CONTRACT and the GTC.
 - 7.9. To appoint and authorize a representative (AUTHORIZED REPRESENTATIVE) who will be in charge of signing all the annexes, protocols and any other documents concerning the CONTRACT.
 - 7.10. To confirm acceptance of the SERVICE by signing a protocol or by giving its confirmation on the BIX.BG Internet site.
8. The MEMBER rights:
- 8.1. To receive the SERVICE with the quality defined in the CONTRACT.
 - 8.2. To receive upon request a document that certifies the downtime beginning and duration in cases of failure, damages and any other breakdowns of the SERVICE that are not caused by the MEMBER.
9. PRICES AND PAYMENT
- 9.1. MEMBER shall pay for the provided SERVICE the fees specified in the CONTRACT, its appendixes and/or in the ADDITIONAL SERVICES orders. The fees are as follows:
 - 9.1.1. Installation fee - a startup fee for a new SERVICE.
 - 9.1.2. Monthly fee for the use of a SERVICE.
 - 9.2. For the first and the last month of the CONTRACT period when the SERVICE is being provided, the monthly fees shall be calculated as a pro-rate, based on the days, when the SERVICE has been provided.
 - 9.3. The installation fee shall be paid in 7 (seven) days after the date of signing of the CONTRACT.
 - 9.4. The first Monthly fee shall be paid in 7 (seven) days after the acceptance of the SERVICE is confirmed.
 - 9.5. The Monthly fee for each month after the first month shall be paid till the 10th day of the current month.
 - 9.6. MEMBER will receive a notification at least 5 (five) days prior to the date of payment. Non receiving the notification does not release the MEMBER from the obligation to pay the SERVICE fee. The invoice will be issued to the MEMBER within 5 (five) days after receiving the payment.
 - 9.7. All due amounts have to be paid to the BIX.BG bank account specified in the CONTRACT and/or in its appendixes.
 - 9.8. The payment is considered as paid after being received in BIX.BG bank account.
 - 9.9. If MEMBER fails to pay SERVICE fee until due date then late payment penalty shall apply. The penalty interest rate shall be equal to Euribor rate fixed by European Central Bank. This interest rate will apply to overdue amount per each overdue day. The late payment penalty fee shall not exceed 10% of the overdue amount.
 - 9.10. All fees shall be paid in EURO.
 - 9.11. VAT is not included in the fees.
 - 9.12. The date of the confirmation of the SERVICE acceptance is considered as the initial SERVICE date.
 - 9.13. In case there is no confirmation of the SERVICE acceptance in 60 (sixty) calendar days after the READY FOR SERVICE DATE and the MEMBER has fulfilled all its obligations under the CONTRACT either party has the right to terminate the CONTRACT except in case the SERVICE is already provided. In this case the date on

which the SERVICE has been provided is considered as an initial SERVICE date. If this date cannot be undoubtedly determined the READY FOR SERVICE DATE is considered as an initial date.

9.14. In case that on BIX.BG fault the SERVICE has not been delivered in 60 (sixty) calendar days after the READY FOR SERVICE DATE, BIX.BG returns the advance payment to the MEMBER and owes a penalty fee in the amount of Euribor interest rate fixed by European Central Bank for each day of the delay but not exceeding 10% of the advance payment.

10. TERM OF THE CONTRACT. TERMINATION.

10.1. The CONTRACT shall come into force on the date of signature and shall continue for a period of twelve (12) months (initial term). The CONTRACT shall thereafter be automatically renewed based on the same Terms and Conditions unless either Party notifies the other in writing not less than ninety (90) days prior to the date of the initial term expiration of its intention to terminate the CONTRACT.

10.2. The Initial term of the SERVICE is specified in the CONTRACT and/or its annexes. The term begins after the date of confirmation of the SERVICE acceptance.

10.3. In case the Initial term of the CONTRACT expires at a date different from the date of expiration of the Initial term of the SERVICE then the Initial term of the CONTRACT is prolonged to the date of expiration of the term under p.10.2.

10.4. Considering the technological dependency of the ADDITIONAL SERVICES from the MAIN PORT SERVICE the Initial term of the MAIN PORT SERVICE is prolonged to the date of expiration of the longest term of any of the ADDITIONAL SERVICES.

10.5. Without prejudice to any other rights of the Parties under the CONTRACT or at law, the CONTRACT may be terminated under the following conditions:

10.5.1. On mutual written consent of the Parties.

10.5.2. Either of the parties is substantially and adversely affected by a Force Majeure event and its ability to perform its obligations under this CONTRACT are significantly diminished or impossible to perform.

10.5.3. Where a Party is obliged to terminate the CONTRACT by way of an obligation from an official governmental entity/department, authorized communications regulator that has an effective legal jurisdiction over the SERVICES provided in the CONTRACT.

10.6. The MEMBER may terminate the CONTRACT without providing any reason whatsoever by giving at least ninety (90) days written notice to BIX.BG.

10.7. BIX.BG may terminate the CONTRACT without providing any reason whatsoever by giving at least one hundred and eighty (180) days written notice to the MEMBER.

10.8. The MEMBER may cancel any of the SERVICES without providing any reason whatsoever by giving at least ninety (90) days written notice to BIX.BG.

10.9. BIX.BG may cancel any of the SERVICES BIX.BG without providing any reason whatsoever by giving at least one hundred and eighty (180) days written notice to the MEMBER.

10.10. In cases BIX.BG has to terminate providing SERVICES at a certain POINT OF PRESENCE, BIX.BG shall notify every MEMBER that receives any SERVICE at this POINT OF PRESENCE location. BIX.BG shall propose a choice between alternative POINTS OF PRESENCE at any of which the MEMBER can receive the same SERVICES. The parties will make efforts to transfer the SERVICES to one of the alternative POINTS OF PRESENCE. In case the SERVICE transfer to the alternative POINT OF PRESENCE is successful, the MEMBER in question shall receive a financial compensation in the amount of a Monthly Service Fee. In case the transfer to the alternative POINT OF PRESENCE is not successful, the SERVICE is terminated on the date of the termination of the providing SERVICES at the definite POINT OF PRESENCE and either of the parties does not owe any financial compensation and/or penalty fees to the other.

10.11. MEMBER may terminate SERVICE even before the CONTRACT initial term expires or before the initial term of any of the SERVICES expires. In this case the MEMBER has to pay a penalty fee in the amount of the sum of the terminated SERVICES monthly fees till the expiry of initial term of each SERVICE. MEMBER must pay the penalty fee under the previous provision in 20 (twenty) days after the termination notice.

10.12. Failure of the MEMBER to pay the due amounts within the above specified period, gives the right to BIX.BG, by an unilateral decision, to suspend immediately all provided under this CONTRACT SERVICES and/or to terminate the CONTRACT – without prior written or other notice, if by the end of the specified 20-day credit period, the total sums due are not cleared on the BIX.BG bank account.

10a. (new - in force as of 01.12.2010) TRANSMISSION OF AUDIO AND / OR VISUAL CONTENT THROUGH MULTICAST TECHNOLOGY

10a.1. BIX.BG provides the technical ability to a MEMBER - MULTICAST SOURCE that has the rights on audio and / or visual content, hereinafter referred to as CONTENT, for one way transfer to another MEMBER - MULTICAST-RECEIVER through IP Multicast technology hereinafter referred as multicast. BIX.BG provides possibility for transfer of the content without making any changes, additions or revisions to it. BIX.BG will not record, reproduce and distribute, within the meaning of the Copyright, any piece of the content.

10a.2. TRANSFER of the CONTENT is under the control of MEMBERS and is facilitated through their ports (physical interfaces) and will only be possible when all of the following conditions are fulfilled:

10a.2.1. The MEMBER - MULTICAST-SOURCE announces BIX.BG, that it wishes to transfer content to other MEMBER - MULTICAST- RECEIVER; and

10a.2.2. The MEMBER - MULTICAST- RECEIVER has submitted the necessary command (join - to join) to BIX.BG, by stating its intention to get content provided by MEMBER – MULTICAST-SOURCE, and

10a.2.3. Each of the MEMBERS has to provide at its own expense respective connectivity to the DEMARCATION POINT and have to fulfill their obligations to BIX.BG.

10a.3. (amendment in force as of 01.05.2011) CONTROL OVER THE TRANSMISSION OF THE CONTENT.

10a.3.1. The CONTROL OVER THE TRANSMISSION OF THE CONTENT takes place only through BIX.BG's web page at <https://my.bix.bg/>, hereinafter referred as my.BIX.BG. For this purpose BIX.BG will allow personal access to my.BIX.BG to authorized representatives of the MEMBERS - MULTICAST-SOURCES and MEMBERS - MULTICAST- RECEIVERS. Name, surname, personal e-mail address and telephone number has to be filled out for each authorized representative in order to get personal access to my.BIX.BG.

10a.3.2. MEMBERS - MULTICAST-SOURCES and MEMBERS – MULTICAST- RECEIVERS are obliged to inform in writing BIX.BG for any change of their authorized representatives. BIX.BG will promptly update the information on my.BIX.BG and accordingly provide /prevent access to my.BIX.BG.

10a.3.3. BIX.BG will fulfil requests for amendments, received by the authorized representatives under PROCEDURE FOR TRANSMISSION MANAGEMENT OF THE CONTENT described below and is not responsible for their acts;

10a.3.4. PROCEDURE FOR TRANSMISSION MANAGEMENT OF THE CONTENT

10a.3.4.1. PERMISSION OF TRANSMISSION OF THE CONTENT is realized by following the next steps:

A) Authorized representative of the MEMBER – MULTICAST- SOURCE submits an application for authorization (allow) of the content for the specified MEMBER - MULTICAST- RECEIVER;

B) At any time after the event under item "A" authorized representative of the MEMBER - MULTICAST- RECEIVER submits a request (command) to join (join) for the content under item "A";

C) After filing the request under point "B", BIX.BG starts TRANSMISSION OF THE CONTENT, following the terms under section 10a.5 hereinafter;

10a.3.4.2. PROHIBITION OF TRANSMISSION OF THE CONTENT by the MEMBER – MULTICAST-SOURCE is realized by following the next steps:

A) Authorized representative of the MEMBER – MULTICAST- SOURCE submits an application to disable (deny) the content for the specified MEMBER - MULTICAST- RECEIVER;

B) BIX.BG terminates (stops) technically the TRANSMISSION OF THE CONTENT following the terms under section 10a.5 hereinafter.

10a.3.4.3. PROHIBITION OF TRANSMISSION OF THE CONTENT by the MEMBER – MULTICAST- RECEIVER is realized by following the next steps:

- A) Authorized representative of the MEMBER - MULTICAST- RECEIVER submits a request (command) for separation (disjoin) for the relevant content;
- B) BIX.BG terminates (stops) technically the TRANSMISSION OF THE CONTENT following the terms under section 10a.5 hereinafter.
- 10a.4. By submitting an application for authorization of the transmission by the MEMBER – MULTICAST-SOURCE and consequently submitting join command by the MEMBER - MULTICAST- RECEIVER, MEMBERS declare to BIX.BG that they have arranged their relationship concerning the rights to record, reproduce and / or distribute the CONTENT with the copyright owners and that they are entitled to carry out activities related to the subject of the transmission. MEMBERS are liable to BIX.BG and shall assume all claims by third parties against BIX.BG, laid after the conclusion of individual contracts in respect of licensing, copyright and/or related rights in the program and works included in the CONTENT, and all possible claims by the organizations for collective management of rights in respect of copyright and/or related rights.
- 10a.5. Effective authorization/prohibition of the transmission of the CONTENT between any two MEMBERS (MULTICAST-SOURCE AND MULTICAST- RECEIVER) shall be fulfilled by BIX.BG between 12:00 p.m. and 14:00 p.m. on business days, requests for changes received after 12:00 p.m. shall be processed on the next business day. After the effective implementation of the authorization/prohibition of the transmission of the CONTENT, BIX.BG shall inform the affected MEMBERS, (MULTICAST-SOURCE AND MULTICAST- RECEIVER) for the changes by sending an e-mail to their authorized representatives.
- 10a.6. BIX.BG provides only the technical possibility to perform one-way transmission of the content from the MEMBER - MULTICAST-SOURCE to the MEMBER - MULTICAST RECEIVER and BIX.BG is not a party in their relationship. MEMBERS have to agree on the parameters affecting their relationships, including the right of the MEMBER - MULTICAST- RECEIVER to distribute the content through its own network. BIX.BG is responsible for the technical realization of the CONTENT transmission from the point of receiving the CONTENT by the MEMBER – MULTICAST-SOURCE to DEMARCATION POINT in which provides services of the MEMBER - MULTICAST- RECEIVER. BIX.BG has no responsibility and no control over the distribution of the CONTENT after the transmission to the DEMARCATION POINT.
- 10a.7. Technical parameters of the CONTENT in order to be transferred/received shall be specified in the individual contract between BIX.BG and the MEMBER – MULTICAST- SOURCE. MEMBER – MULTICAST-SOURCE is obliged to inform in writing BIX.BG and all MEMBERS – MULTICAST-RECEIVERS for any changes in technical parameters of the CONTENT at least 30 (thirty) days before the change is made. In case of significant variation of technical parameters of the CONTENT that jeopardize the efficiency of other MEMBERS, BIX.BG may unilaterally and without warning to stop transmission of the CONTENT till the removal of technical deviations by the MEMBER – MULTICAST-SOURCE. BIX.BG shall provide public access to the technical parameters and other information related to the content which the MEMBER – MULTICAST-SOURCE is not identified as a trade secret on its web site (www.bix.bg).
- 10a.8. MEMBERS (MULTICAST-SOURCE AND MULTICAST- RECEIVER) have to ensure and maintain themselves and on their own expense necessary equipment to ensure proper transfer (FOR MULTICAST-SOURCE) and receiving (for MULTICAST- RECEIVER) of contents.
- 10a.9. In case when the CONTENT is grouped to be transferred as MPTS (multiple program transport stream), BIX.BG will allow transmission to the MEMBER - MULTICAST- RECEIVER only when it is entitled to receive the entire content of the relevant MPTS.
- 10a.10. MEMBER that uses the services of BIX.BG only to transfer content via multicast, may not have its own ASN, respectively may not support BGP4 protocol.
- 10a.11. (new - in force as of 01.05.2011) The CONTENT of MEMBER – MULTICAST-SOURCE can be transferred without additional cost, except in cases of items 10a.2, to MULTICAST RECEIVER connected to BIX.BG through the MULTICAST-CARRIER network, under and in compliance with the GENERAL TERMS AND CONDITIONS FOR MULTICAST VLAN and according to the PROCEDURE FOR MANAGEMENT OF THE CONTENT specified in item 10a.3.4 herewith.
- 10a.12. (new - in force as of 01.05.2011) The CONTENT of the MULTICAST-SOURCE connected to BIX.BG through the MULTICAST-CARRIER network, under and in compliance with the GENERAL TERMS AND CONDITIONS FOR MULTICAST VLAN can be transferred without additional cost, except in cases of items 10a.2 to MEMBER – MULTICAST- RECEIVER according to the PROCEDURE FOR MANAGEMENT OF THE CONTENT specified in item 10a.3.4 herewith .

11. AMENDMENT OF GTC

11.1. BIX.BG has the right to amend the GTC, with prior 30 (thirty) days notification of MEMBERS by publishing the amendments on its Internet site www.bix.bg.

11.2. In case of GTC amendment every MEMBER has the right to terminate the individual CONTRACT without penalties within 10 (ten) days after the above mentioned Amendments became effective, except in case when the GTC amendments are requested by applicable legislation or are made to add new additional SERVICES or opportunities and which doesn't have any essential influence on the contractual SERVICES.

11a. (new - in force as of 01.01.2019) PERSONAL DATA PROTECTION

11a.1. The parties agree that the processing of personal data identifying individuals (including name, surname, email, contact telephones, business address, position of representatives of BIX.BG and the MEMBERS) exchanged between them for and / or on the occasion of the performance of the CONTRACT shall be carried out in accordance with the requirements of Regulation EU 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the applicable Bulgarian legislation.

11a.2. The processing of the data shall be carried out with strict observance of the requirements of the applicable legislation only for the purposes of concluding and performing of the CONTRACT, as well as for the protection of the legitimate interests of the parties in case of default.

11a.3. Personal data identifying the representatives of the MEMBERS are stored on my.BIX.BG in the profile of the respective MEMBER and only personally authorized representatives of BIX.BG and the respective MEMBER have access to them. The MEMBER itself determines the level of access and the rights of each of his/her representatives, including the right to add, edit, delete and modify access rights to other representatives of this MEMBER.

11a.4. Each of the MEMBERS bears the responsibility to designate as representatives only persons with whom he/she has arranged his/her relationships according to the requirements of the applicable personal data protection legislation including the General Data Protection Regulation and the Personal Data Protection Act.

11a.5. Each party declares that all its employees and / or third parties whose contact data are provided to the other party in order to the contact, whether entered in the CONTRACT and the Annexes thereto and / or otherwise provided (including when provided to BIX.BG or entered into my.BIX.BG by the MEMBER or by a representative of the MEMBER) have been received by these persons and provided to the other party in a manner in compliance with the requirements of the applicable personal data protection legislation, including General Data Protection Regulation and the Personal Data Protection Act as well as that the other party is entitled to use them for the purposes of implementation of the CONTRACT and in accordance with these GTC.

11a.6. Each party agrees that the other party has the right to store, use and process these data in connection with the performance of the CONTRACT for the term of the CONTRACT as well for a period according to the deadlines determined by each party for storing the data according to the applicable legislation but not more than 11 years. The data are used, processed and stored in connection with the fulfillment of the obligations of each party for the storage of the accounting documents executed in connection with the CONTRACT, settlement of claims, collection of receivables from the other party, and other activities arising from the legislation, the CONTRACT and / or protect the legitimate interest of each party, including for sending to the other party of up-to-date information on the provided services. Upon expiry of the specified deadlines, the parties delete or anonymize the personal data unless there is another reason for their processing.

11a.7. For provision of the SERVICE, BIX.BG may, at its discretion, use processors it has entered into a contract with, in which case the personal data subject to these GENERAL TERMS AND CONDITIONS shall be processed in ways and for purpose defined by BIX.BG. Processors are for example persons to whom BIX.BG has entrusted the processing of personal data for organizational reasons and / or for compliance with a legal obligation including for the processing and transmission of correspondence and communications in connection with the provision of the SERVICE, software and hardware maintenance, access control, document storage, etc.), to auditors, to accountants and / or accounting firms, to attorneys-at-law and / or law firms as well as to bodies, institutions and / or persons, in the cases provided for in a normative act and to which this party seeks to protect its rights and legitimate interests.

11a.8. In cases where the activation of the SERVICE or its maintenance implies communication with more than one person, including persons who are representatives of different MEMBERS, for the performance of the CONTRACT BIX.BG processes personal data of the respective representatives, including by providing them to any interested MEMBER.

- 11a.9. BIX.BG uses the personal contact data of the representatives of the MEMBER when it is necessary in order to provide the SERVICE, to send messages by e-mail and / or SMS, including upon:
- A) technical prophylaxis;
 - B) occurrence of technical defects in connection with the use of the SERVICE;
 - C) messages by the NMS system (Network Monitoring System) when registering or resolving technical issues, including notification of MULTICAST - SOURCE in the event of technical problems with its CONTENT. In this case the e-mails may indicate to which other representatives of the respective MEMBER the letter has been sent, as well as to which phone numbers the notification via SMS has been sent;
 - D) adding a new MULTICAST - RECEIVER (to the MULTICAST - SOURCES in order to inform them about the possibility of authorizing the transmission of their CONTENT through my.BIX.BG);
 - E) adding a new MULTICAST - SOURCE and / or a new CONTENT to MULTICAST - SOURCE (to the MULTICAST – RECEIVERS in order to inform them about the presence of the CONTENT in my.BIX.BG). When an authorized representative of the MULTICAST-SOURCE has given instructions to BIX.BG, including via e-mail or in other way, BIX.BG may indicate in the notifications to the respective MULTI-RECEIVERS the contact data of the MULTICAST – SOURCE;
 - F) Allow / deny activities by MULTICAST - SOURCE of the transmission of specific CONTENT to MULTICAST - RECEIVER. In this case, BIX.BG does not share personal data between the MEMBERS;
 - G) Join / disjoin activities by MULTICAST - RECEIVER of a specific multicast group for obtaining certain CONTENT. In this case, BIX.BG does not share personal data between the MEMBERS.

11a.10. The MEMBER agrees that BIX.BG will, at its discretion, publish and disclose publicly any information regarding any occurred and / or resolved technical problems, including and about the technical condition of certain CONTENT, such as packets loss and other relevant information about the problem, as well as information about whether the MULTICAST - SOURCE has been informed of the occurred technical problems and when.

In the above cases, BIX.BG does not publish personal data about the representatives of the MEMBERS.

12. FINAL STATES

12.1. The Parties understand and agree that any technical information concerning connectivity, number of ports, ports' speed, ASN, Demarcation points, IP addresses etc. may be disclosed at any time and are not confidential.

12.2. Any dispute arising in connection with the Agreement (including its existence, validity, interpretation, performance and termination) shall be solved by mutual negotiations. If the parties do not reach any consent, the disputes shall be finally and exclusively solved by the civil court under Bulgarian Laws.

12.3. The Bulgarian legislation rules apply to cases not covered by these GTC.

12.4. Any notice to be given or made under the CONTRACT or GTC shall be in writing. Such notice shall be deemed to be duly given or made when delivered personally to the Party at the address specified in the CONTRACT or on BIX.BG Internet site. The rules under the previous provision are not applied if the GTC or the CONTRACT specifies another way of notification.

12.5. When the notification specifies any term it begins from the date of delivery.

12.6. If the MEMBER changes its correspondence address and doesn't make this information available on BIX.BG Internet site according to the CONTACT, the notice shall be deemed to be duly given or made when delivered on the last indicated address.

12.7. In cases of contradiction between the provisions of the GTC and other written agreements between BIX.BG and the MEMBER the documents shall prevail in the listed order: CONTRACT, SLA, GTC.

MEMBER:

BIX.BG:

Represented by:

Represented by: Dimo Nikolov
Manager