

TERMS OF PARTICIPATION IN TURRIS PROJECT

(AUTOMATIC UPDATES OF DEVICE)

Effective from 25 May 2018

1 PROJECT SUBJECT AND PURPOSE

- 1.1 TURRIS is a research project of the association CZ.NIC, z. s. p. o., company identification No.: 67985726, with its registered office at Milešovská 1136/5, Prague 3 (hereinafter referred to as “CZ.NIC”) and its purpose is protection of home networks by means of a special router (TURRIS router, hereinafter referred to as the “Device”).
- 1.2 The Device enables remote automatic updates and monitoring, analysis and collection of information on security incidents in the area of computer networks, especially the Internet. Detailed information is available at www.turris.cz.

2 PARTICIPATION (AUTOMATIC UPDATES)

- 2.1 The owner or user of the Device (hereinafter referred to as the “Owner”) will join the project under these Terms by voluntary active subscription to automatic updates of the Device by turning on the relevant feature in the user interface of the Device. By turning on this feature, the Owner agrees to the automatic updates of the Device under these Terms and undertakes to enable CZ.NIC performing the activities described herein for the entire duration of participation in the project.
- 2.2 The monitoring, analysis, and collection of information concerning the Device forms a separate part of the project. The Owner participates in this part of the project by voluntary active facilitating these activities in the user interface of the Device. The conditions of this part of the project are governed by separate Terms of Participation in TURRIS Project (Data Collection).
- 2.3 The Owner is entitled to terminate the participation in the project at any time and without reason by turning off this feature in the user interface of the Device.
- 2.4 CZ.NIC is entitled to terminate Owner’s participation in the project or the project itself at any time and without reason even without informing the Owner in advance.

3 AUTOMATIC UPDATES OF THE DEVICE

- 3.1 CZ.NIC shall prepare new versions of the Device settings and software (incl. firmware) depending on the analyses made in the project and at its own discretion, and it shall remotely upload the new versions into the Device for which the receipt of automatic updates was enabled by the Owner.
- 3.2 Any and all software that will be developed and delivered to the Device by CZ.NIC shall be released under one of the open-source software licenses and shall be available on

the project website; the same applies to updates and new versions of the software that shall be made available by CZ.NIC on the project website at the latest at the time of their installation onto the Device. This shall not apply to third-party software that is distributed in binary form or whose licensing terms do not allow the distribution of the source code.

- 3.3 The Owner acknowledges that the Device may be restarted and Internet access outage may occur during automatic update or modification of settings and software (including firmware).
- 3.4 The Owner acknowledges that making hardware or software modifications of the Device may disable automatic updates.
- 3.5 The Owner acknowledges that automatic updates may erase or damage the user setting of the Device and that the original user setting may not even be recoverable from backups. Due to the variability of such user settings, CZ.NIC is unable to ensure that the user settings or modifications (including software changes made by the Owner) will function after automatic update. CZ.NIC shall not be liable for loss or damage incurred by the Owner in consequence thereof.
- 3.6 CZ.NIC may offer Owners the possibility to save backup of user settings of the Device in devices managed by or under the direct control of CZ.NIC in the user interface of the Device. The backups are secured and encrypted by the Owner through a password of its choice and AES-256 encryption. CZ.NIC is entitled to set the password parameters with regard to its safety. The password is not saved by CZ.NIC, and thus the Owner cannot access the saved backups without the knowledge of the password. CZ.NIC shall not be liable for loss or damage incurred by the Owner in consequence of the Owner's inability to access the saved backups of user settings of the Device under this article.
- 3.7 The Owner also acknowledges that the new versions of the setting and update of the Device shall be provided to the best of CZ.NIC's knowledge, however, it cannot be guaranteed that these new versions will eliminate any problems or resolve any Device vulnerabilities.
- 3.8 None of the provisions hereof shall oblige CZ.NIC to perform automatic updates, to perform them at certain intervals, in a certain way, or to resolve certain problems or vulnerabilities.
- 3.9 CZ.NIC is entitled to acquire, monitor and analyze Device identifiers and information concerning software packages (programs) installed on the Device.

4 DUTIES OF OWNER PARTICIPATING IN THE PROJECT

- 4.1 In case the Owner enables using the Device also to other persons, he/she shall inform such persons of the Device functions under these Terms.
- 4.2 The Owner acknowledges that if he/she makes any changes to the Device software (e.g. installation of further software), the activities under these Terms may be restricted or disabled.

- 4.3 The Owner acknowledges and agrees that for the purposes of meeting the subject and aim of the project under these Terms, there will be data transfers from and to the Device, whereas the data volume transferred shall usually not exceed 500 MB per calendar month. Any and all payments for the data transfer by means of the Device shall be settled by the Owner in full; the Owner shall not have any claim against CZ.NIC for their settlement, even partial.

5 PERSONAL DATA PROCESSING

- 5.1 The processing of data provided to CZ.NIC in connection with the project which are personal data under applicable laws shall be governed by the Privacy Policy issued by CZ.NIC.

6 FINAL PROVISIONS

- 6.1 CZ.NIC is entitled to change these Terms at any time. CZ.NIC is obliged to publish a change to the Terms at least 1 month prior to the effectiveness of such change by publishing the change at <https://www.turris.cz> and by notification displayed on the user interface of the Device. The Owner is entitled to reject the changes to these Terms by terminating his/her participation in the project under paragraph 2.3 hereof. If the Owner continues in participation in the project after the effective date of the change to these Terms, he/she shall be deemed to agree with such change.
- 6.2 Any amendments, reservations, restrictions or deviations regarding these Terms shall be excluded.
- 6.3 The relation between CZ.NIC and the Owner shall be governed by the laws of the Czech Republic.
- 6.4 In case the Owner is a consumer, consumer disputes involving the Owner shall be resolved out of court by Česká obchodní inspekce /*Czech Trade Inspection Authority*/ (www.coi.cz).