

TERMS OF PARTICIPATION IN TURRIS PROJECT

(DATA COLLECTION)

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 (DATA COLLECTION)

- 2.1 The owner or user of the Device (hereinafter referred to as the “Owner”) will join the project under these Terms by voluntarily active facilitating the data collection by turning on the relevant feature in the user interface of the Device. By turning on this feature, the Owner agrees to the inclusion of the Device into the monitoring, analysis, and collection of information 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 A prerequisite for participation in this part of the project is enabling automatic updates of the Device, which are governed by separate Terms of Participation in Turrís Project (Automatic Updates of Device).
- 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 DATA COLLECTION BY MEANS OF THE DEVICE

- 3.1 CZ.NIC is entitled to monitor and collect data passing through the Device for preparing security analyses and generating statistics. The subject of monitoring and collection shall be:
 - 3.1.1 Device identification data, information on its temperature, internal sensor voltage and current, information on usage of processor and memory and its occupancy or corruption, information on errors in the pre-installed software or in the software installed by CZ.NIC into the Device in the course of the data subject’s participation in the project,

- 3.1.2 communication protocol, its source and destination (technical description – packet header data, allowing in particular to distinguish between IPv4/IPv6 or TCP/UDP and the packet type, identification of source and destination address, source and destination port, and communication time),
 - 3.1.3 application layer metadata (e.g. content of DNS packets, HTTP headers, TLS connection initialization certificates, etc.), provided that they are necessary for the security analysis concerned and subject to the conditions set forth in paragraph 3.2,
 - 3.1.4 connection statistics including packet size, protocol used, amount of data transferred within a single connection, and
 - 3.1.5 data from firewall unauthorized access logs in the scope corresponding to paragraph 3.1.2.
- 3.2 The subject of monitoring and data collection shall not include the content of communication (packet internal content). CZ.NIC undertakes not to monitor and collect information about the communication content (packet internal content), including personal data, passwords etc., which are part of the transmitted packets, except for the analysis under paragraph 3.1.3.
- 3.3 For the purposes of network availability testing (e.g. analysis of network services availability), CZ.NIC is entitled to initiate the connection between the Device and third-party network devices. CZ.NIC undertakes to restrict the volume of generated flows to the necessary minimum and not to use the service contrary to the rights and legitimate interests of end device owners/users as well as of the Owner.
- 3.4 CZ.NIC is entitled to monitor and analyze only network traffic between the internal network and the Internet; traffic within the internal network shall not be monitored or analyzed in any way.

4 HANDLING OBTAINED DATA AND PERSONAL DATA PROTECTION

- 4.1 The place, method and rules for processing the data obtained, including the rules for disclosure of such data, are described in the Privacy Policy issued by CZ.NIC (hereinafter referred to as the “Policy”), whereas the Policy shall apply even if such data are not personal data under applicable laws.
- 4.2 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 Policy.
- 4.3 CZ.NIC shall not be liable for damage incurred by the Owner as a result of suspicious data flows, malicious network traffic or external attack. The purpose of the Device is primarily monitoring, analysis and collection of information on security incidents, research activities in the area of network security and proposals for improvements and their initiation. CZ.NIC shall not provide any protection against network attacks, malicious data flows and other security incidents that may occur in the Internet network.

5 DUTIES OF OWNER PARTICIPATING IN THE PROJECT

- 5.1 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, as well as of the scope and method of handing the data obtained under these Terms.
- 5.2 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.
- 5.3 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 for at least the preceding period (usually a calendar month) can be found on the user website of the project; usually, it shall 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.
- 5.4 The Owner is not entitled to interfere in the communication between the Device and servers of CZ.NIC, nor communicate with servers of CZ.NIC designed for the collection of data from the Device outside of automatic communication between the Device and such servers.
- 5.5 The Owner acknowledges that the analyses under these Terms should be made on the widest range of devices possible in various types of networks. Therefore, it is recommended to use the Device as the main access point for communication with the Internet network, in accordance with its purpose for the entire duration of the participation in the project, on a 24/7 basis, ideally under a public IP address. In case the Owner places another network element, such as a modem, before the Device, it is recommended that such network element is fully transparent for network traffic.

6 FINAL PROVISIONS

- 6.1 The communication between the Owner and CZ.NIC shall be made electronically, via an e-mail address of the Owner specified in the application for participation in the project. CZ.NIC has assigned the e-mail address info@turris.cz for communication purposes.
- 6.2 CZ.NIC is entitled to change these Terms at any time. CZ.NIC is obliged to publish a change to the Terms at <https://www.turris.cz> at least 1 month prior to the effectiveness of such change by notification displayed on the user interface of the Device and by an e-mail message sent to Owner's e-mail address. 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.
- 6.3 Any amendments, reservations, restrictions or deviations regarding these Terms shall be excluded.
- 6.4 The relation between CZ.NIC and the Owner shall be governed by the laws of the Czech Republic.

6.5 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).