



Yixi Meta AS202338 Peering Acceptable Use Policy

This version is published on 1 May 2023, and will become valid immediately. To read the current version, please visit <https://yiximeta.com/legal/peering/>. Past versions are listed at <https://yiximeta.com/legal/peering/archive/>.

Introduction

1. This Acceptable Use Policy is applicable to peers and customer networks behind peers (collectively, “peers”) and is appropriate on all AS202338 network-based services of Yixi Meta. This Acceptable Use Policy is designed in order to encourage the responsible use of Yixi Meta's networks, systems, and the related services and products (collectively “Yixi Meta's Network and Services”) by our peers, and customer networks behind our peers, and to enable us to provide our users with secure and reliable services.
 - 1.1. AS202338 network-based services is defined as data exchange facilitated by AS202338 network, and any related service, including but not limit to setup and maintenance of the network infrastructure that enables the peering and the data exchange.

Content Delivery

2. Yixi Meta's Network and Services must be used in a manner that is consistent with their intended purposes and may be used only for lawful purposes.
 3. Yixi Meta is not responsible for any material created or accessible on or through Yixi Meta's Networks and Services that is not posted by or at the re-
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quest of Yixi Meta. Yixi Meta does not monitor nor exercise any editorial control over such material but reserves the right to do so to the extent permitted by applicable law. Yixi Meta is not responsible for the content of any web sites other than Yixi Meta's web sites, including for the content of web sites linked to such Yixi Meta's web sites. Links are provided as Internet navigation tools only.

Security

4. Yixi Meta takes reasonable security measures to protect the proper operation of the Yixi Meta AS202338 network against negative outside influences. However, such measures do not serve as security guarantee to our peers' data and equipment. Peers should implant their own measure appropriate for the protection of its own equipment and data.
 5. Peers are prohibited from violating or attempting to violate the security of Yixi Meta's AS202338 and customer's networks, including, but not limited, by:
 - 5.1. Accessing data not intended for peer or logging into a server or account which peer is not authorised to access;
 - 5.2. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation;
 - 5.3. Attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing", "crashing" or any other form (but not limited to) of "(Distributed) Denial of Service Attack";
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- 5.4. Taking any action in order to obtain services to which peer is not entitled. Violations of system or network security may result in civil or criminal liability.
6. Yixi Meta will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

Miscellaneous

7. The peering shall not be used for sending high volumes of traffic to a specific ASN. Traffic to a specific ASN (excepts to AS202338, or ASN in AS-YIXI set) shall not exceed 25% of total traffic exchanged.
8. The transmitted data may only be used by the peer for their own operational purposes, e.g. network management, billing or determining abusive connections.
9. The peer shall, in particular, comply with the provisions set out by Data Protection legislation, the provisions of Protection of Privacy and Telecommunications Act.

Limitation of Liability

10. Yixi Meta shall not be liable for any damages of any nature suffered by any peer or any third party resulting in whole or in part from Yixi Meta's exercise of its rights under these policies. Yixi Meta reserves the right to modify this Acceptable Use Policy at any time in its sole and absolute discretion.
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11. Neither party shall be liable for the content of information which the transmitting party or any third party accountable to it transmits to the other party or which the receiving party lets proceed through the other party. Liability for the content shall be based exclusively on the applicable legal regulations.

AUP Enforcement and Notice

12. Peer's failure to observe the guidelines set forth in this AUP may result in Yixi Meta taking actions anywhere from a warning to a suspension or termination of peering. When feasible, Yixi Meta may provide peer with a notice of an AUP violation via e-mail or otherwise allowing the peer to promptly correct such violation. Yixi Meta reserves the right, however, to act immediately and without notice to suspend or terminate affected peering sessions.

Incident Reporting

13. Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an Yixi Meta peer (or its customer) should be directed to abuse@yiximeta.com.
14. Where possible, include details that would assist Yixi Meta in investigating and resolving such complaint (e.g. IP address(s), a copy of the offending transmission and any log files).



Applicable Law

15. Interpretation of this Acceptable Use Policy and Resolution of any disputes will be done according Dutch Law and the courts of Gelderland located in Nijmegen (Rechtbank Gelderland, locatie Nijmegen) in the Netherlands shall have exclusive jurisdiction.

Changes to This Policy

16. Yixi Meta reserves the right to amend this policy at anytime without prior notice.