

AIORI Anchor Hosting Terms & Conditions, version 2.1 dated 01.06.2025

1. Introduction & Acceptance

1.1 These Terms & Conditions (“**Terms**”) govern the hosting and operation of AIORI Anchor nodes by individual volunteers.

1.2 By signing the “AIORI Anchor Hosting – Acceptance Form,” you (“**Host**”) agree to be bound by these Terms for the entire period the Anchor remains installed at your premises.

2. Definitions

Anchor - The hardware device (and embedded software) provided by India Internet Foundation as part of AIORI Phase II program to perform active Internet-measurement tasks.

Effective Date - The date you sign the Acceptance Form

Update Notice - An email from aiori@iifon.net announcing changes to these Terms, sent to the address supplied on the Acceptance Form

3. Provision of Anchor

3.1 IIFON supplies the Anchor at no charge; title remains with IIFON at all times.

3.2 AIORI team may remotely access, reboot, and update the Anchor as required.

3.3 If an Anchor is lost or irreparably damaged through Host negligence or wilful misconduct, AIORI team may recover reasonable replacement costs.

4. Host Responsibilities

4.1 Provide continuous power and unfiltered Internet connectivity (outbound TCP/UDP, ports 80/443/22/53 at minimum).

4.2 Maintain basic physical security; do not tamper with, re-flash, or disassemble the Anchor.

4.3 Keep the Anchor online; planned downtime > 24 h must be emailed to aiori@iifon.net

4.4 Notify AIORI team immediately of relocation, technical issues, or intent to cease hosting.

4.5 Comply with all applicable Indian laws and regulations, including the Information Technology Act 2000 and the Digital Personal Data Protection Act 2023 (when in force).

5. IIFON Responsibilities

5.1 Provide installation guidance and remote monitoring.

5.2 Use collected data strictly for research, academic, operational-security, or public-interest purposes.

5.3 Publish measurement data and non-sensitive metadata (e.g., city-level location, IP address) under a Creative Commons CC-BY-4.0 licence.

5.4 Replace or repair faulty hardware that fails under normal use at AIORI's cost (shipping included).

6. Data Collection, Use & Privacy

6.1 The Anchor performs pings, traceroutes, DNS, HTTP, TLS, NTP and similar probes toward the public Internet.

6.2 The Anchor **does not** capture or inspect end-user content traversing the Host's private network.

6.3 Data flows to AIORI's secure servers in India;

6.4 Personal data, if any, is limited to the Host's contact details and IP address(es) of the Anchor and is handled per AIORI's Privacy Policy.

7. Intellectual Property

7.1 IIFON retains all IP rights in the Anchor software, measurement platform, and derived datasets.

7.2 The Host may cite or publish results that reference the Anchor, provided AIORI is properly acknowledged.

8. Indemnification

The Host shall indemnify and hold harmless IIFON, its trustees, officers, employees and agents against all third-party claims, damages, liabilities, costs and expenses (including reasonable attorney fees) arising out of:

- a) the Host's breach of these Terms; or
- b) wilful misconduct or gross negligence in operating or securing the Anchor.

AIORI team will provide prompt notice of any such claim and reasonable cooperation at the Host's expense.

9. Limitation of Liability

To the maximum extent permitted by law, AIORI is **not liable** for indirect, incidental, special, punitive, or consequential damages, loss of profits, or data arising from the Anchor or Service, even if advised of the possibility.

AIORI's aggregate liability under these Terms shall not exceed the Anchor's replacement value (currently approx. ₹10,000).

10. Term & Termination

10.1 Initial term: **two (2) years** from the Effective Date.

10.2 Automatic renewal for successive one-year periods unless either party provides 30-days' written notice of non-renewal.

10.3 Either party may terminate at any time with 30-days' written notice.

10.4 Upon termination the Host must return the Anchor (shipping label provided by AIORI team) or follow AIORI team's disposal instructions.

11. Updates to Terms

11.1 AIORI team may modify these Terms by emailing an **Update Notice** at least 30 days before the change becomes effective.

11.2 If the Host continues operating the Anchor after the notice period, the updated Terms are deemed accepted.

11.3 If the Host objects, the Host may terminate under §10 and return the Anchor.

12. Governing Law & Dispute Resolution

These Terms are governed by the laws of India. Any disputes shall be subject to the exclusive jurisdiction of the courts at Kolkata.

13. Notices

All notices under these Terms must be in writing and deemed given when sent by email to:

- **AIORI:** aiori@iifon.net
- **Host:** the email address entered on the Acceptance Form (Host must keep this current).

14. Entire Agreement

These Terms, together with the signed Acceptance Form, constitute the complete agreement between IIFON and the Host regarding the Anchor and supersede all prior understandings.

****End of Terms****