User Agreement/ Terms of Use for an access to a public network in the dormitories of the Studentenwerk OstNiedersachsen

1. Preamble/ Area of Application

This agreement administers the usage of a public network through tenants (in the following "user") in the dormitories of the Studentenwerk OstNiedersachsen (in the following "STWON").

The agreement is a part of the rental agreement between the tenants and the STWON. Additionally, contractual agreements with superordinate providers, like the German Research Network (DFN), are to be respected.

2. Specification of Services

2.1 The STWON provides the user with an access to a public network through a network socket or a wireless access point.

2.2 The supply of the access complies with the respective technical and operational possibilities. Availability at all times cannot be guaranteed by the STWON.

2.3 In general, availability can only be ensured to the network socket or to the interconnection point.

2.4 It is the user's responsibility that his/her own devices like routers are working properly. The STWON cannot provide any support for the tenant's devices.

2.5 The access' use is granted primarily for the purposes of doing research and studying. Furthermore, private usage of this access is permitted in regard of the points 3 and 4 of this User Agreement.

2.6 The access' use for commercial purposes is not permitted.

2.7 The allocation of IP addresses is to be carried out solely by the STWON. The operation of own DHCP servers is not permitted.

2.8 The operation of servers and the supply of services like E-mail, P2P, FTP etc. respectively, is only permitted with written consent of the STWON.

2.9 The STWON reserves the right to limit the user's bandwidth by technical measures, to ensure the overall operation for all users.

3. Responsibilities and Obligations of the User

3.1 The user is responsible for protection and safety measures (e.g. firewall, antivirus programs, encryption of communication etc.). This also applies to the protection from unauthorized data access from other computers in the local network.

3.2 The user obligates oneself to protect the access from unauthorized accesses by a third party. Especially log-in data and registered devices are to be protected.

3.3 The user obligates oneself to cooperate in the elimination of disturbances.

3.4 The user is prohibited from manipulating components and access points to the network. It is also prohibited to gain access to the network by any means other than those explicitly assigned to the user.

4. Blocking/Suspension of the Access

4.1 The STWON is authorized to suspend/ block the user's access at any time without an advanced notice, if the user violates this User's Agreement and Terms of Use or any other instructions and agreements. Reasons for a suspension could be:

- A violation of effective legal clauses.
- Disturbances in network operations that lead to a restriction in other user's connection and operation.
- Measures to disguise oneself's own identity in the local network.
- Violations of the rental agreement and its constituent parts.

4.2 The STWON reserves the right to take further actions under civil and criminal law.

5. Data Protection

Connection data of every user will be recorded and can be passed on, in legitimate cases, to law enforcement agencies. Content will not be recorded. Connection data will be deleted within the legally required period.

6. User Liability

The user is liable for any culpably caused damages, losses and changes of data that belong to the STWON or a third party. The user shall indemnify the STWON from any claims made by third parties, which are based on a violation of the User Agreement, an illegal usage of the services by the user or the correspondent actions of a third party. The user is responsible for the actions of third party members, who are using the user's access to the services of the STWON.

This applies especially to claims regarding reasons of data protection, copyright and any other legal disagreements correlating to the usage. If the user realizes that there is (or is going to be) a violation, he/she has to inform the STWON immediately!

7. Liability of the STWON

The STWON is neither liable for any unavailabilities of the access, nor for any data losses of the user.