# User Regulations for accessing the network of the Studentenwerk Osnabrück

# § 1 Preliminary Note

In cooperation with the provider, the Studentenwerk Osnabrück provides internet access for its students.

# § 2 Permission for Use

All students who live in one of the accommodations of the Studentenwerk Osnabrück, and who are attached to the network are able to use the student internet access. The possibility to use the internet is liable for costs. The fee per month is to be paid with the operating cost allowance.

#### § 3 Termination of the Permission to use the Internet

The permission to use the internet ends with the end of your tenancy or with the violation of the current rules for accessing the network of the Studentenwerk.

#### § 4 Usage of the student internet access

The accommodations provide internet access. To use the student network the user has to be a tenant of one of the accommodations let by the Studentenwerk Osnabrück.

First and foremost, the internet access serves the user for educational purposes and training and his or her communication with other students. It is not allowed to use it for other purposes, especially commercial or political ones.

The activities of a single user must not interfere with the work of others. The unauthorised intrusion of a WLAN router into the Studentenwerk's network is prohibited.

The client obligates himself or herself to be considerate of the cultural and religious interests of others and not to make any harming, defaming, insulting, threatening, obscene, racist or other illegal comments.

Each client is solely responsible for his or her own internet usage and thus for any data transmitted from his or her access point. The user may not take on the function of a provider of an internet access.

# § 5 Data Protection and Communication Data

The network management (that is the Studentenwerk or one of its agents) is authorized to control the data traffic which is processed via the LAN connection or the external connection. This procedure, however, only occurs in exceptional cases; exceptional cases arise for administrative reasons (e.g. when someone uses the internet connection unauthorized). The Studentenwerk collects statistical data in order to analyze the efficiency of the LAN connection and the external connection.

The Studentenwerk protocols, and in some cases evaluates, the data traffic and the communication data of a client within the framework of the applicable legal provisions. In particular, this action takes place when there are justifiable suspicions concerning an illegal action or an action which is not concurrent with the user regulations.

#### § 6 Damage Liability

The clients discharge the Studentenwerk as well as the provider from the claims of a third party, which may assert the Studentenwerk or the provider due to the damage of the rights of third parties caused by the clients' illegal behaviour or behaviour which is not concurrent with the user regulations.

The Studentenwerk and the provider are neither liable for any errors of the access software for the student internet access nor for any damages caused by these errors, nor for any disturbances or failures of the network.

There is no claim regarding the service of protection devices, which guard the computer from access via LAN or internet or vis major. The Studentenwerk does not assume any liability for the loss or modification of data. The client takes the risk if any damages occur on the hardware or software. Claims for compensation will not be asserted.

## § 7 Abusive Usage

If any user of the student internet access violates the user regulations, his or her permission to use the student internet access will be terminated.

## § 8 Validity

The latest version of the user regulation is valid. The user regulation will be published on <u>http://www.studentenwerk-osnabrueck.de</u>.

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