

### **User Regulations**

The Studierendenwerk Göttingen, in cooperation with the University of Göttingen, provides access to the Internet. The network in the dormitories is part of the campus network and the German research network and is, therefore, subject to their regulations (see the university regulations).

#### Access authorization

Prerequisite for the participation in the residential network is a valid student account at the university. Students from other universities and other receive an access authorization on request.

### Expiry of access authorization

The access authorization expires:

- when vacating the dormitory.
- in the case of violation of the valid rules for users.

#### The dormitory network

The Studierendenwerk Göttingen and the student self-administrations of the dormitories, hereinafter referred to as Studierendenwerk and self-administration, provide direct access to the network (LAN) in the dormitories. In addition, there is the possibility of a connection to the Wissenschaftsnetz Göttingen (GoeNet), operated by the GWDG and connected to the German Research Network (DFN). In the following, the User Regulations of the university and the GWDG are extended for the dormitory. The purpose of the extension is to ensure a smooth operation of the dormitory network.

A further condition for this is the reciprocal consideration of the subscriber as well as a responsible and appropriate handling of the LAN or the Internet.

The Studierendenwerk and the self-administration ensure the operation of the LAN to the best of their knowledge. The network is not professionally or commercially operated.

All data packets that are routed outside this LAN are subject to specific regulations. These can be viewed at the following addresses:

https://wiki.student.uni-goettingen.de/support/account/benutzerordnung https://www.gwdg.de/index.php?id=benutzungsordnung https://www.dfn.de/dienstleistungen/dfninternet/benutzungsordnung/

#### §1 Scope of Services

The Studierendenwerk and the self-administrations provide the network owner with a network access to the LAN and Wlan-access-points.

The subscriber is assigned his connection parameters (including IP addresses and domain names). In addition, data transfer to specific services is only limitedly forwarded to the GoeNet. The data volume can be limited. The size of the permissible volume is determined by the Studierendenwerk. There is no claim for the provision of further services. Further services can be provided by the self-administration in agreement with the Studierendenwerk. These are voluntary, a claim to continuous use does not exist. These services can also be reset.

### §2 Conditions of access for the dormitory

Access is provided in the rented rooms. A prerequisite for participation in the dormitory network is an existing lease agreement with the Studierendenwerk Göttingen.

The offered network connection is essentially to support the education and further education of the students and their communication among themselves. A use which contains a different, in particular exclusively commercial or political purpose is not allowed.

In addition, the statutory provisions, such as criminal law or copyright, must be complied with. The subscriber undertakes to take other cultural and religious concerns into account and, in particular, to refrain from spreading any offensive, defamatory, offensive, threatening, obscene, racist or, in particular, unlawful statements.



The network access is a personal access, for the use of which the subscriber takes full responsibility. He is responsible for the entire data traffic that originates from his connection. The subscriber may not himself act as a network access provider.

## §3 Usage fees

Participation in the dormitory network is subject to charges. The usage fee is included in the rental deposit as of 1 October 2008.

The fee for use is  $\in$  5 per month for subscribers whose rental contracts already existed before 1 October 2008. The usage fees are levied monthly in the direct debit collection procedure.

### §4 Obligations of the subscriber

4.1 Sensible and responsible, private, non-commercial use of LAN, to the GoeNet and Internet access.

4.2 The user's activities shall not interfere with other users. Excessive load on the network and excessive data volume must be avoided. It is recommended to use the data stored on the LAN or on GoeNet servers (local servers).

4.3 Only the connection parameters assigned to the subscriber (e.g. IP address) may be used.

4.4 The hardware and software must be configured correctly. In particular, it must be ensured that the network operation - e.g. through own DHCP-server, P2P-server or router - is not disturbed. The subscriber must continue to take precautions that viruses cannot be distributed through his computer.

A suitable anti-virus program can be obtained free of charge from the GWDG as a student of a Lower Saxony university. (Http://antivir.gwdg.de/)

4.5 The user identification and the personal passwords must be protected against access by third parties and must not be passed on to third parties.

4.6 It is to be ensured that no third party receives unauthorized access to the data and the computers of the subscriber.

4.7 The unauthorized access from within or outside the LAN shall be immediately reported to the responsible network provider in order to allow countermeasures which are aimed at network security.4.8 The subscriber regularly informs himself about changes to the network regulations and the user agreement between the Studierendenwerk and the university.

4.9 The subscriber regularly informs himself about any technical changes at the network supervisor in the respective dormitory.

4.10 Changes to the information contained in the application form must be communicated immediately by the subscriber to the self-administration or the Studierendenwerk.

### §5 Abusive use

If the subscriber infringes the rules of use, the right to use the dormitory network expires immediately. In the case of culpable misuse, the person responsible bears the sole responsibility. The culprit is liable in full for damages incurred and can be excluded from the LAN at his expense. The Studierendenwerk decides on appropriate measures. This includes, among other things, the immediate exclusion from the network and / or restrictions on the data transmitted via the external connection.

The following is defined as an abuse in addition to the University's regulations.

5.1 Violation of the obligations of the subscriber as referred to in §4.

5.2 Unauthorized access to data or computers, including servers inside and outside the LAN (e.g., access to data without the owner's consent).

5.3 Any type of monitoring and / or manipulation of data transmissions.

5.4 Pretending or using another identity on the network and / or using a wrong name.

5.5 Unintentionally received information may neither be used nor passed on and must be immediately deleted irrevocably.

5.6 Destroying, resetting or manipulating the installed network or WLAN-access-points.

5.7 Network faults as regulated in §6.



## §6 Network faults by the subscriber

The Studierendenwerk may prohibit the use of certain devices, materials and software, if malfunctions of devices, hardware or software of the subscriber arise. The subscriber is liable for the resulting damage.

The connection may be terminated in the event of faults on short term and without prior notice until they are remedied by subscriber.

There are no claims for damages by the subscriber. The cost contributions referred to in §3 shall continue to be paid according to the term of the contract.

## §7 Damage liability

The participation, as well as the operation of devices at the LAN is at your own risk. The subscriber shall indemnify both the Studierendenwerk and the Georg-August-Universität Göttingen from third-party claims which may be asserted against the Studierendenwerk or the university due to violation of the rights of third parties or legal or unlawful conduct of the subscriber.

The Studierendenwerk and the University of Göttingen are not liable for errors in the access software to the computer networks or for errors in content and programs which are disseminated in the computer networks, and also not for damages which may result from this as well as for any disturbances and failures of the network.

The subscriber acknowledges that the Studierendenwerk and the self-administration have no influence on the functionality of the GoeNet, the services provided in the GoeNet or the Internet. The LAN and the external connection to the GoeNet are managed to the best of their knowledge and, above all, not commercially. In particular, disturbances cannot be ruled out.

There is no claim to the operation of protective equipment which protects against accesses from the LAN and / or Internet or from force majeure. The Studierendenwerk and the self-administration are not responsible for the loss or modification of data.

The subscriber bears the risk of damage to hardware and software.

Claims for damages cannot be asserted, unless the Studierendenwerk or the self-administration act grossly negligently. This applies, in particular, to network tutors when helping with the computer of the subscriber. The liability of the tutors is excluded.

## §8 Registration and deregistration, term and right of use

Participation in the dormitory network begins with the move-in, when it took place on or after 1 October 2008. For residents who moved-in before 1 October 2008, the participation in the dormitory begins with the registration. When the subscriber moves out, the participation in the dormitory network ends automatically.

# §9 Validity of the User Regulations

The most recent version of the User Regulation is always valid. The User Regulation is published on http://www.studierendenwerk-goettingen.de and is available in the dormitories for inspection. Revisions to the User Regulations are published in the administration of the dormitories and the dormitories before their entry into force.

# §10 Data protection and connection data

The network administration (the Studierendenwerk or one of its agents) is technically able to control data of the users and authorized to control the data traffic in the LAN and on the leased line. However, this is only used in exceptional cases - if necessary for administrative reasons (for example, improper use). Statistical data about the use and utilization of the LAN as well as the external connection are regularly collected. The subscriber agrees that the following data are forwarded regularly to the operation commissioner of the LAN:

- Name and current address
- Account (UserID) of the subscriber.
- E-mail address
- Phone number



The network traffic and the connection data of a subscriber are logged as part of the legal provisions and can be evaluated. In particular, if there is a reasonable suspicion of an unlawful act or unlawful conduct.

### §11 Final provisions

These User Regulations define the University 's Regulations for the participation in the

Network in the dormitories of the Studierendenwerk. Modifications are reserved and subject to change

when becoming known (see § 9). This User Regulation replaces all previous versions.

Should, as a result of changes in legislation or by high-ranking jurisprudence, a provision of these User Regulations become invalid, the validity of the remaining provisions is unaffected. The possible invalid provision shall be replaced with a meaningful provision. The same applies to a regulation gap.

Status of the User Regulations: 16 February 2015