

Term of service (AGB)

for contracts with users with Netzwerkgruppe des Studentenwohnheims Halifaxstraße / Ahornstraße e. V.

as a translation from the version from March 2nd, 2018

Important note: This translation of the German version is only for convenience and not legally binding.

§1 Contact and representation of the association

- (1) The network operator is the association “Netzwerkgruppe des Studentenwohnheims Halifaxstraße / Ahornstraße e. V.” (subsequent association) which is represented by the chairmen and members according to its charter. Responsible for all requests are the chairmen of the association. The current chairmen can be found on the notice and the website of the association.
- (2) The correspondence is sent to the user’s personal e-mail mailbox on the servers of the association or to a recorded different e-mail-address of the user.

§2 Services / contractual items

- (1) The association provides the network infrastructure within the dormitory for the users.
- (2) A user is a current or former resident whom the association provides services for. If a user has more than one device connected to the network, he still counts as one user. The internet account is personal and cannot be transferred to someone else.
- (3) To ensure the network’s security devices of the user can be blocked from the network.
- (4) In case of a breach of contract the user has no claim for receiving any service.
- (5) A continues connection of the network is not guaranteed.
- (6) All provided devices and cables are property of the association. If required by the association, they have to be returned are made accessible. For damage to the devices or cables the user is liable personally.
- (7) The user is notified by letter if the association sends messages to a provided e-mail address.
- (8) In case of a breach of contract the association is allowed to restrict the internet connection temporarily or permanently. The association is also allowed to terminate this contract.
- (9) In cooperation with the association “Wohnheim Halifaxstraße / Ahornstraße e. V.” (subsequent Halifax association) the association runs a electronic door lock system for community rooms. Users can get a access key from the Halifax association.
- (10) The user will be includes in mailinglists of the association and the Halifax association.
- (11) The association runs a Wifi network to which users get access. Users are not permitted to run their own Wifi access point which is connected to the dormitory’s network.
- (12) If the connection to the RWTH network cannot be realised by the association, there is no possibility to refund the network connection fee.

§3 Pflichten der Nutzer

- (1) Users are not allowed to enable others to use the dormitory’s network. Users are required to keep their password secret and change it at a regular basis.
- (2) The dormitory’s network is connected to the network of the RWTH and is part of the German research network which is run by the “DFN – Verein zur Förderung des Deutschen Forschungsnetzes e.V.”. Thus, users are not allowed to use the network commercially or provide access to third parties. The guidelines of the DFN apply¹. The guidelines of the RWTH ITC² for using its resources apply for using the dormitory’s network. By using the network the user agrees to the “Netzordnung” and the “Ausführungsbestimmungen” of the RWTH in the valid version.
- (3) In case of late payments of the user the association is allowed to block the user’s account until the payment is made.
- (4) The user agrees to read his or her mails at least once a week. If the user does not respond on messages of the association, the network access can be blocked.
- (5) The user agrees to stick to the above guidelines and regulation. In case of abusing or not paying for more than a month the association the association can terminate this contract. The user has no claims for compensation.

Abusive usage for example is:

- passing on of login data to third parties;
- intermissions of the network operation (i. e. by using a custom IP address);
- trying to get access restricted parts of the network;
- damaging the integrity of information which is available on the network;
- intrusion in personal devices of other users;
- interception of traffic, browsing of foreign data.

¹<http://www.dfn.de/dienstleistungen/dfninternet/benutzungsordnung/>

²<https://doc.itc.rwth-aachen.de/display/DN/Nutzungsbedingungen>

§4 Data transfer and data protection

- (1) The association saves the name, the address, the date of birth and the date of moving into the dormitory in computerized systems. To simplify communication with the association user can voluntarily provide a phone number and an e-mail address.
- (2) For accounting reasons the time periods, during which the user had an internet connection from the association, are saved.
- (3) For every network port the total data transfer amount can be saved permanently.
- (4) For every device the transferred data amount can be protocolled.
- (5) The time and location of logins of the users is protocolled.
- (6) The usage of the electronic door lock system is protocolled.
- (7) Saved data from paragraphs (4), (5) and (6) is confidential. The storage period is at most 14 days.
- (8) The meta data of printing jobs is kept permanently for accounting reasons.
- (9) All personal data is protected by technical and organisational measures from access of third parties. Members of the association only have access to the data if they agreed to data secrecy as specified in §5 BDSG (German law).
- (10) If required for technical reasons, representatives of the association are allowed to access the user's data stored on the servers of the association. They oblige confidentiality.
- (11) The mailinglists referenced in paragraph (10) are provided to users, to the residents of the dormitory, members of the Halifax association and other persons know the association. The mailinglists are used to address the recipients according to their position in the dormitory and the Halifax association.
- (12) The list of members of mailinglists is confidential. The recipients of mailinglists for various officials can be published on the websites of the association.
- (13) For the self-administration of the dormitory personal data can be exchanged between the association and the Halifax association. Especially information about printing jobs and the usage of the electronic lock system and data for the administration of rooms will be exchanged. This data is confidential and will only be available to a limited set of persons.
- (14) Law enforcement agencies and/or other damaged third parties will get the name and address of users only if they have a warrant.

§5 Fees

- (1) For the usage of the network there is a fee. The fees are published on a notice "Fees for the network".
- (2) In case of a breach of this terms of service, for unblocking an account an administrative fee can be charged.
- (3) The fees consist of:
 - reserves for repair and extension of the network
 - possibly costs for realising the connection to the internet
- (4) For active members of the network group association the network fee is applied against the member fees.

§6 Liability

- (1) The usage of the network is at your own risk.
- (2) If in case of carelessness or intent a damage to the network or its technical components occurs, the causer is liable for the damage.

§7 Changes of the terms of service (AGB), novation of contract

- (1) The association is allowed to change this terms of service at any time without providing any reason. The changes need to be announced to the user in written form at least two weeks before the changes apply.
- (2) If the user does not disagree with the new contract within two weeks after the announcement, the changed contract is considered accepted. The association will note the two week deadline in any announcement of a change.