



# User rules for the computer network and internet access of the Akademikerhilfe student residences

## Preamble

The internal residence network enables residents to have access to the scientific network of the universities and to networks beyond.

The access to university networks from the residence is meant to relieve computer facilities at the universities.

The link of the residence with these networks is a favour granted by Akademikerhilfe and the universities. Hence a responsible use of this medium is demanded from every user. Irresponsible acting may cause severe damage to the valuable data network. Proper use of this medium requires the technical knowledge how to administer one's own computer and demands from all residents to strictly observe the following rules.

## 1. General terms and conditions

These user rules are part of the residence statutes of Akademikerhilfe and may be amended or augmented for the individual use of a residence. These amendments must not contradict the present user rules and must be published in the residence.

These rules apply to the use of the residence network without internet access as well and are acknowledged upon logging into the network.

All network services are made available exclusively for residents and are limited to the length of stay in the residence.

The use of network services is not part of the services covered by the monthly rental fee, but an additional service currently provided for residents at no extra cost by Akademikerhilfe in co-operation with partners and/or providers:

Vienna:	University of Vienna
Linz:	Johannes Kepler University Linz
Salzburg:	CableLink
Innsbruck:	IKB
Graz:	Citycom
Leoben:	Montanuniversität Leoben

Akademikerhilfe is not responsible for the functioning of the networks and of the internet access. That is why the resident cannot lay claim to the use of network services, nor is Akademikerhilfe obliged to provide access to the network.

Akademikerhilfe only provides an access port in the room and a link to the respective provider, including the hard- and software required outside the room ("residence network"). Any further services will be provided by the residence representatives.

Akademikerhilfe does not assume liability

- for data or programmes of users lost because of the use of the residence network.
- for damages caused by network programmes, viruses or network attacks such as hacking, data misuse etc.
- for any data stored by users in the residence network of Akademikerhilfe. Every user is responsible for the saving of their own data.

Akademikerhilfe cannot be held responsible if the rules laid down by partners or providers are not complied with by the residents.

## **2. Legal requirements**

It is in the resident's responsibility to observe the current legal requirements as well as the regulations laid down by Akademikerhilfe's internet service providers. The resident alone will assume responsibility towards Akademikerhilfe and towards its partner or provider for any violations of these legal requirements

Particular attention must be directed to the regulations of the pornography law, the Austrian prohibition law, the data protection law, the copyright law and the telecommunications law.

The user is obliged to protect Akademikerhilfe from any damage that might be caused by data originating from and circulated by residents.

## **3. Length of use**

The management has the right to exclude a resident from the use of network services any time by stating a plausible reason. The decision is at the discretion of the residence management. Before such a decision the residence representatives must be heard.

The network may be shut down any time for the repair of hardware or software problems or for maintenance work. The residence management is not obliged to notify the users in advance.

## **4. Data protection**

Akademikerhilfe collects personal data about all outgoing and incoming data traffic in the residence network as far as they are required to clarify matters relevant under criminal law and to monitor whether the regulations laid down by the internet service providers and/or partners of Akademikerhilfe are observed. The user agrees that these data will be collected and stored.

These traffic data will only be collected to the minimum extent required for technical and legal reasons.

## **5. Data security**

For security reasons it is not permitted to activate another link to the internet (e.g. via modem) as long as the resident's same computer is logged onto the residence network.

## **6. User obligations**

The user bears the responsibility for all network activities originating from his/her access point.

Only technically faultless and approved equipment may be used in the network. Any tampering with or modification of technical appliances (e.g. terminal sockets) must be avoided and will be regarded as misuse of the network.

The user is obliged to apply an up-to-date virus scanner regularly.

The user is obliged neither to install nor to apply any software in the residence network without being entitled to do so.

The user is obliged not to store any illegal data in the residence network of Akademikerhilfe, regardless of the fact that Akademikerhilfe does not assume liability for such an act.

The user is obliged to refrain from all activities that might jeopardize the unimpeded, safe and faultless use of the network services.

The user is obliged to observe all the details of these user rules. Violations of these user rules may result in the exclusion from network access or in the termination of the residence contract. The decision is at



the discretion of the residence management. Before such a decision the residence representatives must be heard.

Every user agrees that their computers will be controlled by the person responsible for the residence network if there is reason to suspect that the user rules have been severely violated.

### **7. Installation of network access**

Akademikerhilfe is not obliged to solve problems such as malfunction caused by the use of specific hardware or software or by an obviously erroneous handling on the user's side.

### **8. "Fair use"**

The principle of "FAIR USE" shall apply to the use of the internet access. It is at the discretion of Akademikerhilfe – depending on the capacity of the data line to the partner/provider or on the capacity allowed by the provider – to lay down a transfer limit, i.e. to fix allowed download and upload quota.

A user may be excluded (after receiving advance warning) from further using the network services when exceeding the transfer limit, or may be charged a fee for the data volume that has exceeded the limit. Regulations for such cases will be laid down by the respective residence management.

Vienna, November 2011