

## Internet User Rules

### 1. General terms and conditions

These user rules are part of the housing contract. They may be amended or augmented by the residence committee for the individual use of a residence. These amendments must not contradict the present 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.

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. Internet access as well as a connection to the respective provider is available in the room.

Akademikerhilfe is neither responsible nor assumes liability for

- the functioning of the networks and of the internet access
- access to the network
- data or programmes lost because of the use of the residence network
- damages caused by network programmes, viruses or network attacks
- any data stored by users in the residence network
- the rules laid down by partners or providers

### 2. Legal requirements

It is the resident's responsibility to observe the current legal requirements as well as the regulations laid down by Akademikerhilfe's internet service providers. 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 use of network services is available to residents during their stay in the residence only.

The management has the right to exclude a resident from the use of network services any time by stating a plausible reason. 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

Data will be automatically stored in so-called server-log-files when accessing the internet via the residence network. These are

- date and time

- MAC und IP address of the calling terminal
- IP address of the called target
- protocols and ports used

When logging to the residence's WLAN by Single-Sign-On, time and user name authentication will be stored as well.

The data will not be combined with other data sources.

The basis for this data processing according to Art. 6 / 1. / (f) GDPR is Akademikerhilfe's legitimate interest in ensuring the stability, security and functionality of its networks.

Akademikerhilfe will not pass on the data unless legally obliged to share this information with courts and authorities.

To guarantee technical security, above all to prevent misuse and attacks on the networks, the data will be stored for three months and then deleted

## **5. User obligations**

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

Only technically faultless and approved equipment may be used. Any tampering with or modification of technical appliances (e.g. terminal sockets) must be avoided

In particular the user is obliged to

- apply an up-to-date virus scanner regularly
- neither install nor apply nor store any software / services / data in the residence network without being entitled to do so
- refrain from all activities that might impair or jeopardize the network services

Violations of these user rules may result in the exclusion from network access or in the termination of the residence contract. If there is reason to suspect that the user rules have been severely violated by a resident, his / her computers will be controlled by the person responsible for the residence network.

## **6. „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 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 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.

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