General Information

The tenant will receive direct access to the residence’s LAN network as well as the Munich Science Network (Münchener Wissenschaftsnetz MWN) run by the Leibniz-datacenter (LRZ). Access to the internet and the universities and institutions belonging to the MWN is regulated by the LRZ. This cooperation with the LRZ serves the purpose of allowing students to access MWN from their home.

This network is meant for the use of academic education.

The free access to the internet is a privilege that demands responsible and sensible use of the medium from all participants. All users are solicited not to endanger these projects by abuse or malpractice.

The access to the LRZ, the MWN and the internet is subject to separate regulations set by the LRZ, which are available at: www.lrz-muenchen.de/wir/regelwerk.

The halls of residence in Rosenheim are also connected to the network belonging to the University of Rosenheim.

§ 1 Access

The use of service is for subscribers only. The subscriber of the service must own a rental contract for a place in a hall of residence belonging to the Munich Student Union.

The network access is intended for personal use. The subscriber is responsible for their use of it. Other persons may only use the network under supervision of the subscriber.

All persons below the age of 18 are generally excluded from the use of the network; unless they themselves are the subscriber and their parents or guardian agree to these user regulations.

§ 2 Specification of Services

The subscriber will be granted network access to the residence’s LAN network within their premises. The LAN network is based on the TCP/IP protocol family via Ethernet. This applies to the internal LAN traffic as well as access to the LRZ.

The access to the LRZ runs over suitable connections (e.g. user-to-user connection).

The subscriber’s network address (IP-Address) and domain names (DNS) will be assigned.

§ 3 Data Privacy and Connection Data

The network management (the Munich Student Union or a representative) is capable of and reserves the right to control data traffic in the LAN and user-to-user connection. However, the
enforcement of this right is restricted to cases where it is necessary for administrative reasons (e.g. unauthorized access, examination of disturbances).

Statistical data concerning the use and capacity utilization of the LAN and external connection will be regularly collected. This data is anonymized, used solely internally, and deleted after 80 days at the latest.

The following subscriber data can be passed on to the operation of the LAN's commissaries by the Student Union:

- Name and current address;
- Address of the main residence;
- The tenant's account number;
- IP addresses of the connection owner.

The following data can also be forwarded to the LRZ upon their request:

- Name and current address;
- University and matriculation number.

For subscribers in a hall of residence in Rosenheim, this data can also be forwarded to the University of Rosenheim upon their request.

The network traffic and connection data of a subscriber can be logged and evaluated upon reasonable suspicion of a violation of the terms in § 5 by them or other subscribers.

§ 4 Subscriber Duties

The subscriber is committed:

1) to use the network for the purpose of academic education;
2) to use their access to the LAN, the MWN and the internet sensibly and responsibly;
3) to avoid excessive use of the network's bandwidth;
4) only to use the connection parameters (i.e. IP address, DNS) assigned to them;
5) to heed the provided instructions for the connection to the LAN;
6) to use only devices, materials, soft- and hardware within the LAN that meet the operational requirements of the LRZ, the Student Union and the network management;
7) to configure their hard- and software correctly;
8) to protect their user identification (accounts) and personal passwords from the access of third parties and not to pass on this information;
9) to make sure that no third party can access their data and computer (e.g. by sharing passwords);
10) to report unauthorized access from outside or within the LAN to ensure corrective action for the protection of the network;
11) to regularly inform themselves of the network regulations and usage agreements of the Student Union, the LRZ and the associated institutions;
12) to give preference to the stored data within the LAN or on the servers of the LRZ;
13) to give preference to local news servers;
14) to use the proxy- and cache servers recommended by the Munich Student Union when accessing the WWW;
15) to check the availability of data in local servers or servers within the MWN before downloading it via ftp;
16) to heed national and international copyright laws;
17) to regularly and appropriately secure important data on their computer;
18) to encrypt or appropriately secure confidential data to prevent third-party-access.

§ 5 Violations

The following actions – provided they are done recklessly or with intent – will lead to permanent, charged exclusion of the LAN:
1) violation of the subscriber duties mentioned in § 4;
2) propagation of information with illegal or indecent content;
3) infringement of the rights of others (e.g. personal rights);
4) violation of national and international copyright (e.g. propagation or sharing of protected software or music);
5) use of the network for other purposes than academic education;
6) use of the network for commercial purposes (for commercial purposes, for example the sale of objects or software over the internet, a commercial provider must be used);
7) unauthorized access of databases or computers including servers within and outside the LAN (e.g. access to data without the approval of the owner);
8) any form of tracing or logging of data transfer;
9) the unauthorized manipulation of data or information in the network (e.g. use of a fake name);
10) disclosure of user information (accounts to third parties);
11) allowing unauthorized third parties to access one’s data and computer;
12) setting up public access points, such as freely accessible computers (e.g. in communalspaces), or hosting network connections with dial-up or wireless user-to-user connections etc.;
13) use of other connection parameters than those assigned by the network management;
14) destruction or manipulation (e.g. opening) of the installed telephone-/data jack;
15) use of devices, materials, soft- and hardware within the LAN that do not meet the technical and operational requirements of the LRZ, the Student Union and the network management;
16) use of falsely configured hard- and software;
17) ongoing overuse of the average available bandwidth;
18) any violations further listed in § 7.

§ 6 Charges
The current monthly charge of EUR 8.00 to be paid by the subscriber is used for the operation and maintenance of the LAN and the connection to the LRZ.

The services of the LRZ, related institutions and the internet are not included. The subscriber is aware, that these services are currently provided free of charge by the LRZ. Should charges be incurred in the future, they will be included in § 6 and added to the current monthly charge.

The charges will be withdrawn monthly as ancillary rental costs.

Inhabitants of the Hall of Residence with an internet connection who own a lease agreement are - regardless of their use of the service - obligated to cover these charges.

§ 7 Devices
The LRZ, the Munich Student Union or commissioned establishments may prohibit the use of certain devices, materials or software.

If disturbances arise that are caused by devices, hard- or software of the subscriber, they will be disconnected from the service on short notice and without warning until the disturbances are removed. The subscriber has no claim to compensation of damages. The charges of § 6 must continue to be paid.

Disturbances that are caused by devices, hard- or software of the subscriber can be asked to be compensated by the Munich Student Union, so long as the subscriber acted recklessly or with intent of damages. This can also lead to an exclusion of service as of § 5.

§ 8 Warranty
The use of devices in the network is at your own risk. Neither the LRZ nor the Munich Student Union or affiliations have safety measures that protect the subscriber from foreign access in the LAN and/or internet. There is no claim to compensation of damages.

The subscriber carries the risk of arising surges in the computer network (e.g. lightning strike).
The LAN and the connection to the LRZ are maintained and operated with best intentions and knowledge. Disturbances cannot be ruled out. They will however be rectified as soon as possible. In case of an outage there is no claim to compensation of damages.

A reimbursement of the monthly charge can only be made if an outage of the LAN or connection to the LRZ lasts more than 30 days.

The subscriber is aware that the Student Union has no influence on the services by the LRZ nor the proper functioning of the internet. Claims to compensation of damages cannot be made.

Claims to compensation of damage that stand due to legal or contractual claims to the Munich Student Union - that involve the LAN - can only be made if the damage at hand is caused by recklessness or intent of harm.

The subscriber is obligated to pay any compensation of damage that arises by the removal of disturbances caused by defected Hard- or Software.

§ 9 Further Regulations

The user agreement is issued by the Munich Student Union and will become part of the lease agreement.

The current version can be found online at: www.lrz-muenchen.de/wir/regelwerk or inspected at the house management.

When using the network of the LRZ, the terms set by them must to be taken into consideration. The user is obligated to regularly inform himself of these terms. The LRZ can alter their side of the agreement at any given time. The current version can be found online at: www.lrz-muenchen.de/wir/regelwerk and can also be inspected at the house management.

The user agreement for the data network of the Munich Student Union’s halls of residence and a second copy have been handed to me. I have read, understood and agree to it.

FOR THE TENANT:

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(Tenant)