

The following *Terms of Use for the IT resources of the Jade University* have originally been published in German and have been translated into English.

**Terms of Use for the IT resources of the
Jade University**

Resolved by the senate of the Jade University Wilhelmshaven/Oldenburg/Elsfleth

In its Ninth Meeting on the 14th of December 2010

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I. **General Agreements**

Preamble

These regulations of usage are meant to ensure the unobstructed, unhindered and safe usage utilisation of the infrastructure regarding the communication and information processing. The regulation of usage orientates itself towards the legally determined tasks of the Jade University. It establishes ground rules for an orderly operation of the infrastructure and regulates the user regulations between the authorized users and the Academic Computing Center, as well as other operators of IT resources at the Jade University. Further additions can be defined by IT operators.

More information about the operations of the Academic Computing Center will be set by the commission for information and communication structure in the form of an application guideline.

II. General Usage Arrangement

§ 1 Scope

These regulations of usage apply for the utilisation of the communication and information processing infrastructure of the Jade University. The term information technology resources (IT resources) includes data processing systems, as well as the listed computer programs and the whole data network.

§ 2 Usage authorization and approval of usage

- (1) Institutions and comparable sections of the Jade University are authorized users.
- (2) The right to use the IT resources according to § 1 can be permitted for:
 - a) Members and members of the Jade University,
 - b) Representatives of the Jade University, in order to complete their assigned tasks,
 - c) Members and alumni of other universities in Lower-Saxony or universities outside of Lower-Saxony, in case of special agreements,
 - d) Other state research and education institutions and authorities, in case of special agreements,
 - e) The student union in Oldenburg,
 - f) Other institutions associated with the Jade University, in case of special agreements,
 - g) Other legal and natural entities, in case of special agreements and in consideration of the specific and valid fee and charge regulations, as long as the interests of the users mentioned under a) to f) are not being impaired.
- (3) Admission is fundamentally given for research purposes in studies, teaching and research, for purposes regarding the library and the university's administration, education and training and other tasks managed by the Jade University. Divergent use can be approved in consideration of the specific and valid fee and charge regulations, as long as the interests of other authorized users are not being impaired.
- (4) Admission for usage of the IT resources is given by receiving an explicit permission and user identification by the IT operator. This permission is usually handed out in written form and at the request of the authorized users. The usage can be given for a limited amount of time.
- (5) The request should contain the following information:
 - a) Name, address and signature of the applicant, as well as the student, employee or other user status,
 - b) The recognition of the rights and obligations of these Terms of Use,

- c) The reference towards the applicant to the possible documentation of their user activities and the inspection of their user data according to these Terms of Use.
- (6) To ensure an orderly and undisturbed operation, the usage approval can be combined with a limitation of the IT resources, as well as other use-related conditions and requirements. If the capacities of the IT resources do not suffice for all authorized users, the equipment of single users can be rationed, due to the admission only being available within certain capacities.

§ 3 Rights and obligations of authorized users

- (1) Authorized users have the right to use the IT resources according to § 1 and pursuant of the valid Terms of Use.
- (2) Authorized users are obligated to
 - a) Comply with the guidelines and the limitations of the permission of use,
 - b) Refrain from all actions that hinder the proper operation of the IT resources,
 - c) Treat the IT resources thoroughly and carefully,
 - d) Only work with the user identification which has been approved in the course of its admission,
 - e) Ensure that no third parties gain access to passwords and to take precautions so that no unauthorized persons will gain access to the IT resources; this includes the protection of the access by choosing a suitable password which is not easily deciphered and which is to be changed regularly,
 - f) Not use or determine foreign user identifications or passwords,
 - g) Not access information or other user identifications without authorization or to pass those on, use or change information that has become known unwarrantedly,
 - h) Adhere to the legal requirements – especially those regarding the copyright – during the utilisation of the software, documentations and other data and to take note of the license terms, under which the software, documentations and data is provided by the university,
 - i) Not copy or pass provisioned software, documentations and data on to third parties,
 - j) Provide information about programs and used utilised methods, as well as to grant inspection to the responsible operators of the IT resources upon request in justified individual cases, especially in cases of justified suspicions of misuse, to ensure fault elimination and due to control purposes,
 - k) Coordinate the processing of personal data with the data protection guard and, irrespective of the obligations regarding the data protection law, to take the proposed data protection and data security provisions into account,
 - l) Immediately inform the respective departments that issued the permission of use if an omission of the required conditions (exmatriculation, end of the project term or a job change).
- (3) There's a special emphasize on the following criminal offenses:

- a) The espionage of data (§ 202 a StGB)
- b) Data alteration (§ 303 a StGB) and computer sabotage (§303 b StGB)
- c) Computer fraud
- d) The spreading of pornographic descriptions (§ 184 StGB), in particular the retrieval and possession of child pornography (§ 184 Abs. 5 StGB)
- e) The spreading of propaganda of unconstitutional organisations (§ 86 StGB) and sedition (§ 130 StGB)
- f) Defamation like libel or slander (§§ 185 ff. StGB)
- g) Punishable copyright infringement, e.g. due to copyright infringing replication of software (§§ 106 ff. Copyright Law).

§ 4 Exclusion of usage

- (1) Individual authorized users can be temporarily or permanently restricted or excluded from the usage of the IT resources, if they
 - a) Culpably violated the valid Terms of Use, especially regarding the obligations mentioned in § 3,
 - b) Misused the IT resources by performing criminal offenses (cf. § 3 (3)),
 - c) Show behaviour during the usage of the IT resources that can cause considerable damage to the Jade University, or if there's risk of impending damage, or if the manners of use damage the reputation of the Jade University.
- (2) The measures shall only be applied after one warning has proven to be unsuccessful. The user in question shall be granted the opportunity to make a statement. In case of serious violations, no warning is required.
- (3) The university administration, the administration of the Academic Computing Center, more specifically the responsible IT operator, decides upon temporarily restrictions of usage.
- (4) A permanent restriction of usage or the full exclusion of an authorized user can only be considered after a severe or repeated breaches of the Terms of Use and only if prospective orderly behaviour is not to be expected. The decision regarding the permanent exclusion will be made by the university administration after the hearing of the user in question and after consulting with the responsible IT operator. Possible claims of the Jade University remain unaffected.

§ 5 Rights and obligations of the Academic Computing Center and other IT operators of the Jade University

- (1) The operator of the IT resources (IT operator) maintains a user file that contains the issued authorizations.

- (2) An IT operator can limit the IT resources or disable individual user identifications if this is necessary for specific reasons such as the protection of user data or to aid the fault elimination or the system administration and extension.
- (3) Provided that there are indications that a certain authorized user holds illegal content, the IT operator can disable the usage until the legal situation is clarified.
- (4) The IT operator is entitled to check the security of the system and user passwords and the user data by implanting regular manual and automatized measurements, as well as necessary security mechanism, e.g. changing passwords which are easy to guess. These measurements happen to protect the IT resources and user data from unauthorized access by third parties. If necessary changes of user passwords, access authorization or other necessary safety measurements are made, the authorized user is to be notified immediately.
- (5) The IT operator is authorized to document and evaluate the usage of the IT resources by the authorized users, only to the necessary extent and according to the following purposes:
 - a) To ensure a proper system operation,
 - b) For resource planning and system administration,
 - c) To protect personal data of other users,
 - d) Because of billing purposes,
 - e) For detecting and rectifying faults,
 - f) For informing and suppressing illegal use or misuse in case of justified suspicion.
- (6) Under the conditions of (5) and the data protection regulations, the IT operator is also authorized to take insight into user data, if this aids in identifying and eliminating faults or in finding information and possible preventions from misuse and only if there are actual indications for this. An examination of the message and e-mail inbox is only permitted if this is essential for eliminating the faults in the messaging service. The examination has to be documented and the agent for data protection has to be notified. If it is possible without jeopardizing the purpose of the measurements, the affected authorized users have to be notified immediately.
- (7) Under the conditions of (5), only the circumstances – but not the non-public communication contents – of the connection and user data are allowed to be documented in the message exchange. The connection and user data regarding the online activity in the internet and other tele services which are held for usage by the IT operator or to which the Academic Computer Center imparts the access, are to be deleted, provided that these are not billing data.
- (8) According to statutory regulations, IT operational groups are under obligation for ensuring the telecommunication and data secrecy.

§ 6 Liability of authorized users

- (1) The authorized users adhere for every disadvantage that occurs to the Jade University due to misuse or illegal use of the IT resources and usage authorization, or which occurs due to an authorized user culpably not fulfilling the obligations of these Terms of Use.

- (2) The authorized users also adhere for damages that occur due to the provided access and usage options to third parties, especially if these occurred due to transferring their user identification onto these third parties. In this case, the Jade University can demand a usage remuneration according to the fee structure from the authorized user, due to the usage of the third party member.
- (3) The authorized users have to exempt the Jade University from all third-party claims (e.g. compensation and omission), if the university is charged due to the misuse or illegal behaviour of an authorized user.

§ 7 Liability of the University

- (1) The Jade University is not liable for any warranty and/or liability claim for the system to work flawlessly and without interruptions at all times. The possibility of data losses due to technical faults as well as revealing confidential data due to unauthorized access by third parties cannot be ruled out.
- (2) The Jade University does not assume any responsibility for the correctness of programs that are provided by it. The Jade University is also not liable for the contents. This holds true in particular for the correctness, completeness and topicality of information for which it solely provides the access for.
- (3) In relation to authorized users, the Jade University is only liable in the case of intent and gross negligence.

§ 8 Entry into force

- (1) These Terms of Use shall enter into force on the day of their publication.
- (2) The Terms of Use for the usage of the Academic Computing Center and its institutions that have been issued by the former University Oldenburg / Ostfriesland / Wilhelmshaven shall terminate at the same time.