

Terms of Use

Terms of Use for tubIT User Accounts

Status: 10/12/2012

Rights of the Users:

The IT Service Center tubIT of TU Berlin supports the exchange of information, the access to local, national and international institutions, the usage of network services and network resources as well as the right to freedom of speech and expression.

(1) The persons entitled to usage (users) have the right to use the ICT infrastructure pursuant to their admission and on basis of these terms of use. For external traffic to and from other operators, their terms of use and access rules apply in addition and insofar as they do not contradict these terms of use.

(2) For different types of usage, a separate approval is required.

The user is not entitled to transfer his entitlement to use the services to other persons. The users are obliged

1. to comply with these terms of use, to respect the limitations of the usage rights and, in particular, to adhere to the purpose of use;

2. to ensure the proper use of the ICT infrastructure and, in particular, to desist from any action that might interrupt the correct operation of the ICT infrastructure of TU or third parties;

3. to treat the ICT infrastructure and other infrastructure with special care;

4. to use the ICT infrastructure in a responsible and economic way;

5. to use solely the access rights they are entitled to;

6. to ensure that no other persons gain knowledge of authentication keys – such as password, PIN, certificates, private key – and to take measures to prevent others from accessing the ICT infrastructure;

7. not to identify and/or disclose authentication keys of others;

8. not to access information of others users without authorisation and not to disclose, use or change information obtained from other users without their approval;

9. to comply with all legal provisions, in particular with all intellectual property rights and copyrights when using the software, information, documentation and other data, as well as to comply with the licensing terms under which the software and the documentation is provided;

10. not to copy software, documentation and data, not to forward these to third parties, unless explicitly permitted, and not to use these for illegitimate purposes;

11. to follow the staff's instructions in the premises of the operator and to adhere to the existing house rules;

12. to provide evidence of their entitlement of usage upon request and to identify themselves;

13. not to change the ICT infrastructure without the explicit approval of the operator, and in particular not to connect private systems to the ICT infrastructure of the Technische Universität Berlin without permission;

14. to inform the operator upon request and in justified individual cases about the correct and appropriate usage, in particular if there are justified indications of misuse;

15. to secure their data and programs in a way that no damage is caused when they are lost;

16. to inform about changes of their status.

(3) The users are obliged to use the ICT infrastructure in a way that is not in breach of applicable laws. This applies in particular to the following criminal offences:

1. Data espionage (sec. 202a German Criminal Code);

2. Alteration of data (sec. 303a German Criminal Code) and computer sabotage (sec. 303b German Criminal Code);

3. Computer fraud (sec. 263 German Criminal Code);

4. Dissemination of pornographic writings (sec. 184 German Criminal Code), in particular the possession of pornographic writings reproducing the sexual abuse of children (sec. 184 paragraph 5 German Criminal Code);

5. Dissemination of means of propaganda of unconstitutional organisations (sec. 86 German Criminal Code) and agitation of the people (sec. 130 German Criminal Code);

6. Libel and slander such as insults or defamations (sections 185 et seq. German Criminal Code);

7. Punishable breaches of intellectual property rights, e.g. by unauthorised copying of software (section 106 et seq. German Copyright Law);

8. Violation of the postal or telecommunications confidentiality (sec. 206 German Criminal Code).

(4) Should the entitlement of usage include the additional permission of private usage or usage by third parties and if such usage includes the right of hosting private websites, these websites must not be designed in such way that they could be seen as the websites of the university or its institutions. The users are obliged to comply with the legal provisions applicable to websites.

(5) The user will be informed if websites under the control of the operator link to illegal content or if there is evidence that these websites contain illegal content, and if the operator notices this or is notified about such links. The user is obliged to delete such links and content without delay. The operator is entitled to block the website until the user has made the necessary changes or the legal situation is clarified.

Account Usage:

All user accounts are bound to one person. They can only be used by the individual person that was authorised by tubIT. The forwarding of passwords to other persons or users of the system shall be deemed to be an infringement.

Commercial Usage:

Usage is limited to the areas of research, teaching, promotion of young scientists, training, administration and other academic tasks and enables the access for student, scientific and administrative purposes.

Network Usage:

If third party networks are used, the users have to bear in mind the rules of such networks and comply with them. Misconduct can result in the account being blocked.

Campus Network of TU Berlin:

The campus network serves research, training, administration and communication purposes of the TU members. Other or improper usage may lead to a temporary or permanent blocking of the account and can result in legal measures.

Unauthorised Usage:

The usage of the system (including the network) by users who were not authorised by tubIT is a breach of these terms of use. Intents to circumvent security mechanisms, to impede or disrupt the system's operation, to change or destroy data or programs without permit may result in the account being blocked.

E-mail Usage and Similar Services:

The e-mail system shall not be used to send messages that breach the integrity, reputation, personal rights or the privacy of a person. The e-mail system shall not be used to send SPAM messages. These rules also apply to other services where data are transmitted, e.g. Usenet, Messenger or comparable internet services.

Software Copyright:

Each and any commercial and non-commercial software is subject to intellectual property rights. It is prohibited to use the services and computer systems of tubIT to copy software or other data, unless copying is explicitly permitted.

Personal Account Name:

The personalised account name shall not breach the integrity, the reputation or other personality rights of third persons and shall not be sexist or politically objectionable, shall not glorify violence and shall not infringe third party rights to names insofar as this is noticeable or obvious.

This also applies to chosen names that were already registered as domain names on the internet or names that assume a commercial usage.

Account names that do not comply with these provisions and are identified within 7 days, will be rejected by tubIT and will be deleted after 14 days. After such rejection, the user has the right to set up a new account.

Deletion or Blocking of Accounts

The TU Berlin reserves the right to delete or block an account if these terms of use are breached.

Official E-Mail Address:

Each member of TU Berlin receives an official e-mail address during the provisioning process. Messages from the administration will be sent exclusively via these addresses. Each TU member is responsible for checking the corresponding mailbox regularly for incoming messages.

Liability:

TU Berlin shall not be liable for damages of the users caused by the usage of the system described herein. TU Berlin will claim compensation from any user who infringes these terms of use.