

# Implementation Regulations

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*Approved by the director of Campus Management and confirmed by the TU Berlin CIO on  
4.4.2019*

## User's Rights

TU Berlin Campus Management (ZECM) supports the exchange of information and access to local, national, and international institutes, the use of network services and resources as well as the right to freedom of expression.

(1) The authorized persons (users) have the right to use the ICT infrastructure within the terms of their authorization and in accordance with these usage regulations. When dealing with other operators, the supplementary use and access guidelines of their regulations also apply, insofar as they do not conflict with the user regulations herein contained.

(2) Any other usage requires special permission.

The user may not share usage authorization with other parties. The user is obliged

1. to comply with both the provisions of these user regulations and limitations regarding authorization, and in particular observe the purposes of use
2. to cooperate in the proper use of the ICT infrastructure, in particular to refrain from any action that disrupts the proper operation of TUB's own and third-party ICT infrastructure
3. to treat the ICT Infrastructure and other infrastructures with care
4. to use the ICT infrastructure responsibly and cost effectively
5. to use exclusively the rights of use granted to them
6. to ensure that no other party gains knowledge of authorization data - such as password, PIN, digital certificate, private key, as well as take precautions that unauthorized persons do not gain access to the ICT infrastructure
7. to not ascertain or disclose others' authentication keys

8. to not access the information of other users, unless authorized to do so, and to not make use of, or change any information gained or share such information with third parties unless authorized to do so
9. to comply with legal provisions, in particular copyright law and trademark protection and observe the licensing conditions under which the software and files are made available, when using software, information, files, and other data
10. to neither copy software, files, or data, share these with third parties unless expressly permitted to do so, or make use of these for non-authorized purposes
11. to comply with the instructions of the personnel in the premises of the operator and to observe existing house rules
12. to provide proof of user authorization and identity when requested to do so
13. not to interfere with the ITC infrastructure without the express consent of the operator, in particular not to introduce private systems into Technische Universität Berlin's ITC infrastructure without authorization
14. to provide the operator, upon request, with information on proper use in justified individual cases, in particular in the case of justified suspicion of misuse
15. to back up their data and programs in such a way as to ensure that they suffer no injury through loss of data etc.
16. to inform of changes in status

(3) Users ensure that their use of the ICT infrastructure does not violate applicable legal regulations. Particular attention is drawn to the following offenses:

1. Data espionage (Section 202a, German Criminal Code (StGB))
2. Data alteration (Section 303a, StGB) and computer sabotage (Section 303b, StGB)
3. Computer fraud (Section 263a, StGB)
4. Dissemination of pornographic images (Section 184 StGB), in particular the possession of child pornography images (Section 184 (5) StGB)
5. Dissemination of the propaganda of organizations who infringe the constitution (Section 86 StGB) as well as incitement (Section 130 StGB)

6. Offenses such as insult or slander (Section 185 ff. StGB)
7. Criminal infringement of copyright law, such as the copying of software which contravenes copyright law (Section 106 ff., German Copyright Act (UrhG))
8. Violation of the secrecy of telecommunications (Section 206, StGB).

(4) If authorization includes separate permission for private use or use by third parties and if, within the scope of this authorization, the hosting of own web pages is also possible, these may not be designed regarding layout in such a way that they could be taken for web pages of the University or its institutions. Users are obliged to comply with the legal regulations regarding a web presence.

(5) The user will be informed should websites within the operator's area of responsibility link to illegal content or if there are actual indications that they themselves contain illegal content and this is discovered by an operator, or if an operator is informed of such references or content. The user must delete such references or content immediately. The operator is entitled to block web presence until the user has undertaken the necessary changes or sufficient clarification of the legal situation has been provided.

#### Account usage:

TUB accounts are personalized. They may only be used by the person authorized by Campus Management. Sharing of passwords with other persons or system users contravenes the conditions of use. Only one TUB account is available per person. In cases of infringement, the operator reserves the right to delete an account.

#### Commercial use:

The user system is made available exclusively to the areas of teaching, research, the advancement of junior scholars, continuing education, administration and other academic areas as an access point for student, scientific and administrative work.

#### Network usage

When using third-party network equipment, each user must be aware of, and comply with the applicable rights of these networks. Inappropriate usage can lead to an account being blocked.

#### TU Berlin campus network:

TU Berlin campus network serves the needs of research, teaching and administration as well as the exchange between TU members. Misuse or use for purposes other than those stated above can result in the temporary or permanent blocking of an account.

#### Unauthorized use:

Use of the system (including the network) by users other than those authorized

by Campus Management contravenes the conditions of use. Any attempts to bypass protective mechanisms, disable, or disrupt the network or systems operation, or to destroy or make changes to data or programs without permission will result in your user license and your TUB account being blocked or withdrawn.

#### Email use and similar services:

The electronic mail system may not be used to send mails whose content injures the integrity, dignity or the personal rights of others or their privacy. The email system may not be used to send SPAM mails. These provisions also apply to other data transmission services, such as Usenet, Messengers or similar Internet services.

#### Software copyright:

In principle, all commercial and non-commercial software is subject to copyright law. The use of Campus Management's facilities and computer systems to copy software or other data which does not expressly permit copying is forbidden.

#### Self-chosen account names:

Self-chosen account names may not injure the integrity, dignity or the personal rights of others and may not be sexist, politically questionable, glorify violence and, as far as possible, not violate the naming right of third parties.

This also applies to selected names that already exist as registered domain names on the Internet at the time of the application or names that imply a commercial use.

Account names whose failure to comply with these provisions is recognized within seven days will be rejected by Campus Management and deleted after a period of a further 14 days. The user has the possibility to set up a new account after being informed of the rejection of their original account.

#### Deleting or blocking of an account:

TU Berlin reserves the right to delete or block a TUB account in the event of a contravention of the implementation regulations.

### Official email addresses

The provisioning process issues every member of TU Berlin with an official email address. All mails sent by the University administration will be sent to this address. Each member of TU Berlin is responsible for checking their mail regularly.

### Liability

TU Berlin accepts no liability for any damage to the user arising from their use of the system referred to above. TU Berlin will sue users who contravene the conditions of use for damages.