Contract for Internet use in the Schwesternhaus

between the Schwesternhausverein e.V., represented by the Systemadministrator Félice Oude Hengel (Whg. 59), and:

_____

Name and Surname:

_____

Apartment number:

_____

Move-in date:

_____

Expected move-out date (only relevant for NoZi and subtenants):

_____

Mobile phone number (to recieve activation code via text):

_____

Date and signature:

_____

§ 01 Provision (Bereitstellung)

(1) The Schwesternhausverein e.V. provides free access into the house network (Intranet) for tenants, through which access to internet is available.

(2) By accepting and adhering to all terms stated in this contract, the Schwesternhausverein e.V. allows the tenant access to the house's own internet connection.

(3) Internet access is not a tenant's right. Damage claims due to temporary failure of the tenant's internet connection toward a third party are not accepted.

(4) Changes to the data line and included equipment are forbidden. In individual cases where changes to the data line or equipment are necessary the tenant must first receive written permission from the board or its representative (the system administrator).

(5) By signing this contract each future user acknowledges that they have read and understand the terms stated in this contract, and will follow these terms without exception.

(6) The individual allowance to use the house internet ends inevitably with the end of the tenant's rental agreement.

(7) This contract can be canceled immediately by either party at any time, without disclosure of reasons.

§ 02 Use (Nutzung)

(1) Establishing network services, for example web servers for commercial and private use, using File-Sharing-Programs (z.B. eDonkey, eMule, BitTorrent, KaZaA, P2PTV) of any kind, as well as the use of tools to scan the network are prohibited. It is the duty of the user to disable installation of such programs during the installation of system software where such programs are installed automatically before the software has a connection to the internet network.

(2) It is prohibited to download and spread anti-constitutional, discriminatory and any other illegal content.

(3) If it is determined that a user is working with a system or software such as those mentioned in (1), this user's internet connection will be blocked immediately.

(4) Further legal steps toward the user through the Schwesternhausverein e.V or a third party are not affected.

(5) Forwarding of SPAM-Emails, viruses or copyrighted content will lead to the immediate cancellation of the responsible user's internet connection. Further legal steps toward the user through the Schwesternhausverein e.V or a third party are not affected.

(6) The user is required to to protect his or her computer using suitable measures. Schwesternhausverein e.V. is not responsible for damage claims due to data loss and/or virus infection through connection to the network.

(7) Is it not permitted to offer access to the internet connection to third parties.

§ 03 Liability and Guarantee (Haftung und Gewährleistung)

(1) The liability of the Schwesternhausverein e.V., its representatives or the system administrator is limited to intent and / or gross negligence. Any liability beyond this is excluded.

(2) There is no guarantee for the use of the internet access. Services can be canceled without notice.

(3) Protection against any damage caused by use of the internet access is not guaranteed.

§ 04 Data Protection Clause (Datenschutzklausel)

(1) The user agrees that the voluntarily submitted data for the purpose of managing the internet connection through the Schwesternhausvereins e.V. will be stored, processed and transmitted electronically. Legal basis for the use of personal data is the "Niedersächsische Datenschutzgesetz NDSG" and the current legal situation.

(2) The user declares his or her acceptance of the following terms of the federal data protection act:

    a. Data within the „Gesetze zur Neuordnung der verdeckten Ermittlungsmaßnahmen im Strafverfahren" will be compiled and stored. This law is implemented by the „EU-Richtlinie über die Vorratsdatenspeicherung".

    b. Data is stored for half of a year.

    c. Access to this data is only possible within association of penal investigations or to verify and determine misuse or violations against this contract through the board of the SchwesternhausVerein e.V..

    d. If the board is confronted with criminal investigations or other claims by third parties, a lawyer's opinion is required immediately.

    e. The system administrator is only allowed access to statistical data which is not able to be traced back to individual users.

§ 05 System Administrator (Systemadministrator)

(1) The system administrator is responsible for the operation and maintenance of the house network, as well as the internet access. The system administrator activates and blocks access as according to the contract and / or the board.

(2) The system administrator is chosen by the Schwesternhaus's own administration.

(3) The system administrator must follow the non-disclosure agreement, specifically with the use of private and personal data, according to the Niedersächsischen Datenschutzgesetz NDSG.

(4) The system administrator recommends appropriate safeguards without liability.

§ 06 Escape Clause (Salvatorische Klausel)

(1) In the event that a term stated in this contract is or becomes void, all other terms in this contract remain effective. The void term will be replaced by another term which fills its purpose or comes closest.

(2) Verbal side agreements are not effective. All necessary side agreements, changes or additions to this contract must be done in written form.

(3) The cancellation of this contract requires written agreement from both parties.

(4) Violation against this contract will be treated as violations against the constitutions of the Schwesternhausverein e.V. and the self-administration and can therefore be seen as cause for cancellation of the rental agreement between the user and the Schwesternhausverein e.V..

(5) Any violations against this contract will cause the access to internet to be blocked for the user by the system administrator, after consultation with the board. Further legal steps by the Schwesternhausverein e.V. or a third party against the violator are not affected.

(6) Changes to this contract can only be made by the board or at the members meeting of the SchwesternhausVerein e.V. and must be posted on the black board by the Chapel by said parties or the system administrator. These changes must also be made clear to the house's self-administration. The committees have the right of veto.

(7) The user has the right to object to changes in this contract. The objection must take place in written form within two weeks. The objection has no delaying effect. The board, in association with the members meeting, decides whether to accept the objection on the next possible date.

(8) Place of jurisdiction and place of performance is Hanover.