

**Terms of Use for the IT Service and Media Centre at  
Hochschule Wismar  
University of Applied Sciences  
Technology, Business and Design**

from 02.06.2022

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### Preamble

The objective of these terms of use is to provide the trouble-free, undisturbed and secure provision of IT infrastructures and IT services at Hochschule Wismar (hereinafter UAS Wismar). These terms provide a set of basic rules for proper operations and defines the user relationship between users and the IT Service and Media Centre (ITSMZ) at UAS Wismar.

### § 1 Scope of Application

- (1) These terms apply to the use of all IT infrastructures and services provided, run and administered by the ITSMZ.
- (2) It also applies to the University's subordinate IT services, which are run by the faculties' decentralised IT departments.

### § 2 Tasks, Rights and Duties of the ITSMZ

- (1) The ITSMZ is a central organisational unit of UAS Wismar and provider of central IT infrastructures and services, which it provides to its users at various university locations.
- (2) The ITSMZ is responsible for the best possible trouble-free and secure provision of these services.
- (3) The ITSMZ administers and grants user authorisations and keeps a central record in which all of the required data of the authorised users are stored and processed.
- (4) The ITSMZ is entitled to log and process user data in accordance with data protection regulations. The log data of individuals may be analysed in cases of suspected abuse or imminent danger. The log data is only collected for the following purposes:

1. for provision of proper operations and IT security,
2. for planning resources and system administration,
3. for protecting personal data of third parties,
4. for analysing and correcting faults,
5. for solving and stopping possible improper use.

(5) In order to guarantee the proper provision of IT services, following a corresponding provision passed by the university governance and – if required by the Personalvertretungsgesetz (Staff Representation Act) – consultation with the staff councils, the ITSMZ can stipulate further technical and organisational rules for use of the services.

(6) The ITSMZ is entitled to temporarily restrict the use of provided services if there are faults, for system administration purposes or due to reasons related to IT security or data protection.

(7) Pursuant to legal provisions, the ITSMZ and furthermore, UAS Wismar's decentralised IT departments, are obliged to observe data protection regulations and to preserve telecommunications and data secrecy.

### **§ 3 Authorisation and Permission for Use**

(1) The following are entitled to use the central IT infrastructure and IT services:

1. Members of the university community at UAS Wismar as defined in the Landeshochschulgesetz (State Higher Education Act), including the Fachschule Seefahrt (vocational college for maritime professions),
2. Guest students of UAS Wismar, who have been granted permission to participate in classes or exams following the passing of a mutual agreement,
3. Doctoral candidates and scholarship holders, who are being supervised by professors at UAS Wismar,
4. Members of other state-run universities in the State of Mecklenburg-Vorpommern or state-run universities outside of the State of Mecklenburg-Vorpommern on the basis of special agreements,
5. Other state-run research and education institutions, as well as authorities belonging to the State of Mecklenburg-Vorpommern on the basis of special agreements,
6. The Studierendenwerk Rostock-Wismar (Student Services),
7. External persons, who have been commissioned with work tasks or the completion of contracted services by the University,
8. Further persons, who have been granted use by the management of the ITSMZ or by the Rectorate due to justified circumstances.

(2) Use is granted for purposes related to the realisation of tasks in the areas of academic research, teaching and studies, the University Library, the administration of the University, the training and continuing professional development, and the fulfilment of further tasks at UAS Wismar, or other institutions defined in sub-section (1). Use for other purposes can be granted if its scope is limited and it does not impair the ITSMZ's purpose and the demands of other users.

(3) Authorisation for using UAS Wismar's IT infrastructures and services is granted by means of a user licence. All members of the university community are in possession of a user licence. They automatically receive this licence when they become a member of the university community. It remains valid until they are no longer a member of the community. Other persons defined in sub-section (1) can request a user licence by submitting a standardised form to the ITSMZ.

(4) The user licence can be denied in part or in full, or can be withdrawn, or restricted at a later date, in particular if:

1. No duly completed request form has been received, or the details provided on the form are not or no longer correct
2. The requirements for the proper use of the facilities are not or no longer possible
3. The authorised person was excluded from use in accordance with § 5
4. The user's planned use is not compatible with the tasks of the ITSMZ and the purposes stipulated in sub-section (2)
5. The existing resources are unsuitable for the requested type of use or reserved for specific purposes
6. The capacity of the requested resources is not sufficient for the planned use as they are already in full use
7. The required data processing components are connected to a network that must comply with special data protection requirements and there is no apparent objective reason for the planned use
8. It can be expected that the requested type of use would affect other authorised projects in an unsuitable manner

#### **§ 4 Rights and Duties of the Users**

(1) The authorised users have the right to use the IT infrastructures and services in accordance with their authorisation and pursuant to the stipulations of these terms of use.

(2) The users are obliged to:

General information

1. Observe the provisions of the terms of use and respect the limits of their user licence
2. Refrain from doing anything that might disturb the proper provision of the IT infrastructures and services at UAS Wismar
3. Treat all data processing equipment, IT and communication systems and other facilities of the IT provider with due care

Use of login credentials

4. Only use the login credentials provided to them on grant of authorisation
5. Never pass on login credentials and to ensure that no further persons gain access to the login credentials and to take steps to deny unauthorised persons from accessing IT infrastructures and services at UAS Wismar
6. Inform the responsible members of IT staff at ITSMZ or the faculties if they are aware of improper use of their own login credentials
7. Neither make an attempt to establish, nor use or change the login credentials of third parties
8. Make no unauthorised attempt at accessing information of other users or to pass on, use or change disclosed information about users

Use of software, copyright law

9. Respect the legal provisions, in particular with regard to copyright law when using software and data; and to respect the licence terms
10. Neither copy, nor pass on software provided by UAS Wismar to third parties, unless this has been explicitly authorised, nor to use these for unauthorised purposes

Use of the facilities and computer tools

11. Immediately inform the ITSMZ or IT staff at the faculties of any malfunctions, damage to and errors experienced when using the IT infrastructures
12. Follow any instructions of staff members on the premises of the ITSMZ and in the faculties' computer rooms
13. Refrain from intervening in the hardware installation without explicit authorisation from the ITSMZ or faculties' IT staff and changing the configuration of the operating systems, the system files, the system-relevant user files and the network

Other

14. Respect the legal provisions with regard to data protection and to implement corresponding data protection and data security measures
15. Respect the security guidelines and recommendations of the ITSMZ relevant to IT.

### **§ 5 Limitation and Withdrawal of User Rights**

(1) Users can be temporarily or permanently restricted or excluded from the further use of IT infrastructures and services, if:

1. They intentionally violate the provisions of these terms of use, in particular the duties pursuant to § 4, or
2. They abuse UAS Wismar's central IT infrastructures and services for illegal activities, or
3. The University is subject to disadvantages due to other illegal user behaviour or its image or other interests worthy of protection are damaged.

(2) Actions pursuant to sub-section (1) shall only be taken by the responsible members of IT staff at ITSMZ or the faculties following an unsuccessful warning or if there is imminent danger.

(3) Affected users must be given the chance to pass comment.

(4) Temporary restrictions of use that are decided upon by the management of ITSMZ shall be cancelled once orderly use has been reinstated.

(5) Permanent exclusion from the use of UAS Wismar's IT infrastructures and services can be granted if there has been a serious or repeated violation(s) of these terms of use and will be decided upon by the university governance.

### **§ 6 Liability of Users**

(1) The user is liable for all disadvantages that occur for UAS Wismar due to improper or illegal use of IT infrastructures, IT services and the user licence, or are caused by the user's intentional failure to fulfil the duties stipulated in these terms of use.

(2) The authorised person is also liable for damages that have occurred due to third-party usage of the services provided to the user for access and use, if s/he is responsible for the third-party usage, in particular due to passing on his/her username or login credentials to a third party.

(3) The user must release the University from all claims if third parties make a claim for damages, injunction, or other toward the University due to the user's improper or illegal use.

## **§ 7 Liability of the University**

(1) The University cannot guarantee that the IT infrastructure and IT services will work error-free and without interruption at all times. It is not possible to rule out loss of data caused by technical disturbances or third-party perusal of confidential information.

(2) The University accepts no liability for the correctness of the programmes it provides. It is not liable for the contents, in particular with regard to the correctness, completeness and validity of the information about programmes to which it only provides access.

(3) Apart from that, the University is only liable for circumstances caused intentionally by its staff members or due to their gross negligence, unless there was a culpable violation of important duties. In such cases, the liability of the University is limited to typical damages that were predictable when the user relationship was established, as long as the damage was not caused intentionally or due to gross negligence.

(4) Possible official liability claims towards UAS Wismar remain unaffected from the aforementioned regulations.

## **§ 8 Entry into Force**

These terms of use enter into force on the day after their publication in UAS Wismar's university gazette. The ITSMZ's former terms of use expire at the same time.

Wismar, on the 02. 06.2022

**Chancellor  
of Hochschule Wismar  
University of Applied Sciences: Technology, Business and Design  
Dr. rer. nat. Meike Quaas**