

Internet Terms of Use

valid as of 1 September 2017

For all students in the residences of the Österreichische Studentenförderungsstiftung
– hereafter abbreviated as “ÖSFS” –

The following Terms aim to ensure that the Internet access provided by ÖSFS can be used optimally by all students.

These Terms are available for students on the www.home4students.at website or on the information board in the student residence. As soon as an updated version is released, all previous versions cease to be valid.

By publishing these Internet Terms of Use on the “www.home4students.at” website and by posting them on the information board, all the contents are acknowledged by the students.

Every student undertakes to observe and follow these Terms of Use. Breaching the Terms or the suspicion of breaching them can lead to the Internet access being blocked at any time without explanation or to the loss of a spot in the residence. A liability for loss of data is expressly excluded.

The ÖSFS provides students with a connection to the Internet provider, the necessary infrastructure for this, and a connection in the room, and/or WLAN. The hardware and software used by the students are the responsibility of the students. The ÖSFS assumes no liability for damages due to network programmes, viruses, or attacks from the network (e.g., hacker attacks, data misuse, etc.).

Use of the Internet takes place wherever technically possible. In particular, students have no right to use the Internet access in any particular way or for a certain duration. The ÖSFS provides Internet access primarily for the purposes of study, any usage beyond this, such as for streaming, gaming, and so on is generally allowed, however, bandwidth availability depends on the usage behaviour of the other students. Out of consideration for the other students in the residence, data use should remain reasonable so that enough bandwidth is also available for the students in the residence.

The ÖSFS cannot give any guarantee for the actual availability of the Internet access. Any and all liability is excluded, especially for warranty and damage compensation claims (with the exception of intent and bodily injury). In particular, no liability is assumed for the contents of accessed webpages or downloaded files.

1. Access Identification

Login information, which the student receives in connection with the Internet use, may not under any circumstances be passed on to third parties.

2. Legal Regulations

Every student has to comply with legal regulations in connection with Internet access. It is prohibited to access Internet pages with illegal content and disseminate illegal or legally protected contents. In particular, it is expressly prohibited to use the Internet access to download or to otherwise disseminate in any way copyright-protected contents. Every misuse of the Internet access, especially use which can have adverse legal consequences for third parties or the ÖSFS or which has potential to pose a risk to the ÖSFS, is prohibited.

If, as a result of the use of the Internet access by students, the ÖSFS is for any reason exposed to claims from third parties of any kind (also under public law), the student is obligated to completely indemnify the ÖSFS and hold it entirely harmless in this regard. This applies for justified as well as unjustified claims irrespective of fault and also for actions taken in connection with warding off such claims.

3. Duration of Use

The Internet access is only provided to students for the duration of the time they are living in an ÖSFS student residence.

4. Use of the Internet by the Students

- When using the Internet only technically sound hardware and software may be used. Interfering with the infrastructure provided by ÖSFS (network sockets, access points, routers, switches, etc.) is expressly prohibited.
- Students commit to use an up-to-date anti-virus software. The ÖSFS assumes no liability for any possible virus attack as a result of using the Internet access.
- Commissioning servers, proxies, routers, WLAN routers, access points, etc. in the ÖSFS network is not permitted.
- Deliberately introducing or spreading viruses, bugs, trojans, and other forms of malware is forbidden.
- A punishable action immediately means the loss of the spot in residence.
- If there is any suspicion of misuse, the student has to inform the manager of the residence without delay.

5. Maintenance

If maintenance work needs to be performed by the Internet provider or to the ÖSFS infrastructure, the ÖSFS will inform students in advance provided this work is foreseeable and not necessitated by an emergency.

6. Disruptions

If there is a disruption to the Internet connection, the ÖSFS asks the students to first check all devices (incl. cables) and the device settings (network adapter settings). Other residents are usually happy to assist.

If it is not possible to fix the problem this way, the ÖSFS asks the students to inform the residence manager as soon as possible about the disruption. The ÖSFS asks students to describe the problem as accurately as possible: Does the problem occur only on one device? Do other residents have the same problem? On what day and at what time did the problem occur? How long did the problem last? The more information the ÖSFS receives, the easier it is to identify and fix the problem. The faster the ÖSFS receives the information, the faster it can react.

If there is a disruption to the infrastructure, the ÖSFS is responsible for fixing the problem. If the disruption is caused by a malfunctioning device used by a student, the result of defective hardware or software, or an operator error, the student is responsible for fixing the problem. The ÖSFS reserves the right to pass on the costs if the disruption is caused by something for which students are responsible and requires our external IT support to fix the problem.

7. Data privacy/Content filtering

At the moment, the ÖSFS doesn't filter any content or block any services. However, outgoing e-mails are checked via SMTP for potential spam and such e-mails are blocked from being sent. Students are to take particular note of this fact. The ÖSFS reserves the right to content filtering and logging and commits to adhering to the legal provisions, notably on data privacy.

Vienna, on 1 September 2017

If these Terms make reference to people using only the male form, the Terms apply equally to men and women.