



Terms and Conditions Wi-Fi for students Maasvallei

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maasvallei

Goed leven,
goed wonen

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The accommodation provided to you by Woningstichting Maasvallei is equipped with digital infrastructure, i.e. Wi-Fi and Internet access.
The use of this infrastructure is governed by the present Terms and Conditions.

1. Definitions

Woningstichting Maasvallei

Landlord of accommodations to students, with offices at Severenstraat 200, 6225 AH Maastricht; hereinafter referred to as the 'Landlord'.

Ittdesk

Ittdesk, established in Amersfoort. Provider of Internet and Wi-Fi services and executor and Service Provider of the services described in these Terms and Conditions; hereinafter referred to as the 'Service Provider'.

Digital infrastructure

Digital infrastructure compiled by a construction of software and supporting systems, managed by the Service Provider. This infrastructure facilitates digital services such as Wi-Fi and Internet connections.

Tenant/user

A natural person who, as a Tenant of accommodation from Woningstichting Maasvallei, has access to Wi-Fi/Internet through a Wi-Fi access point or AOP Internet fitted at the Tenant's accommodation.

Rented Property

The Rented Property rented by the Tenant from Woningstichting Maasvallei.

Rental Agreement

The agreement concluded by the Tenant with Woningstichting Maasvallei with regard to an accommodation owned by the Landlord.

Facility

The connection to the Wi-Fi / Internet network in the Rented Property pursuant to the Rental Agreement concluded between the Landlord and the Tenant.

Terms and Conditions

These Terms and Conditions allowing the Tenant to use Wi-Fi/Internet.



2. Access to Wi-Fi / Internet

1. Pursuant to the Rental Agreement concluded or to be concluded between the Landlord and the Tenant, the Landlord enables the Tenant to gain access to the Wi-Fi / Internet network through a connection fitted in the Rented Property.

2. The Facility described in Article 2.1 is part of the Rental Agreement concluded between the Landlord and the Tenant.

The period of use of the described Facility does not expire before the termination of the concluded Rental Agreement.

3. Access to the Wi-Fi / Internet network or the Internet is controlled by the Service Provider for an individual Tenant. Control is exercised in case of a change, conclusion of a contract for the use of Wi-Fi / Internet or in case of abuse of the Wi-Fi / Internet network. Such control takes place entirely independent of the Landlord, with reference to the provisions of Article 6.6.

4. The Landlord will comply with the obligations imposed under the GDPR and will make every effort to properly secure access to the Tenant's data that are stored. The Landlord will not use these data for any purpose other than for the provision of access to the Wi-Fi / Internet network and the execution of these Terms and Conditions, with reference to the provisions of article 6.6.

5. The Landlord only provides access to the Wi-Fi/Internet network as a facility service and does not act as an Internet provider or Service Provider within the meaning of telecom or Internet legislation. The responsibility for the performance and control of the Internet traffic is vested with the actual Service Provider, with whom the Landlord has concluded a separate agreement. The Landlord only facilitates access on behalf of the Tenant.

3. Obligations on the part of the Tenant regarding the use of the Wi-Fi / Internet network

1. With respect to the use of the Wi-Fi / Internet network, the Tenant undertakes to behave as befits a responsible Tenant. This obligation involves that the Tenant handles all the provided facilities with respect to access to the Wi-Fi / Internet network with due care, while taking all reasonable measures to prevent abuse or improper use of the network.

2. Pursuant to the duty of care described in Article 3.1, the Tenant shall comply with any conditions and rules set by the Service Provider in addition to the reasonable rules of conduct that are presumed to be known.

3. From the moment the Tenant has an activated connection to the Wi-Fi / Internet network, the Tenant shall be liable for the consequences arising from the use of the Wi-Fi / Internet network. The right to use the latter facilities is strictly personal. The Tenant is not allowed to provide these facilities to third parties.

4. The Tenant is jointly and severally liable for all actions performed through the Rented Property's Wi-Fi / Internet network connection.

5. The Tenant is not allowed to pass on the provided username and password (where applicable) to other persons or to allow other persons to use the Wi-Fi / Internet network under this username and password that have been provided to the Tenant.

6. The Tenant is not in any way allowed to impose any restrictions and/or impediments on third parties including other (Internet) users, for the lawful access to the Wi-Fi / Internet network and/or Internet. The Tenant will not intrude systems without permission where the Tenant, alone or assisted by third parties, breaks through any security and/or gains access through a technical intervention using false signals and/or a false key or by assuming a false capacity.

7. With regard to the Wi-Fi / Internet network, the Tenant is not allowed to perform any of the following actions either:

- Committing any infringement of copyrighted works or any other type of infringement of any third parties' intellectual property rights.



- Using any system (semi-)commercially (for example, by downloading and trading films, information, etc.) in such a way that this causes malfunctions or delays in the network or a loss of quality of the supplied signal occurs in any other manner.
 - Unsolicited sending of large amounts of e-mail messages with the same content and/or unsolicited posting of a message with the same content in a large number of newsgroups on the Internet (also called: 'spam').
 - Sending or causing to be sent large amounts of unsolicited e-mail messages to a specific e-mail address or destinations (sites) with an IP address (also referred to as: 'mail bombing').
 - Publishing or disseminating discriminatory and racist expressions and child pornography.
 - Stalking and approaching people in any other undesirable ways.
 - Intrusion into other computers or computer systems without permission (also referred to as: 'hacking').
 - Otherwise sending or offering information in any way whatsoever that is contrary to the generally accepted standards and values or performance of actions through the Wi-Fi / Internet network that are contrary to the general notion of responsible tenancy.
8. Further to this, the Tenant is not permitted to use the existing cabling, cable ducts or other parts belonging to the network system located in the Rented Property or in the building which the Rented Property is a part of, to install other cabling and/or systems (or have them installed).

4. Liability on the part of the Tenant

1. The Tenant shall be liable for any loss suffered by the Landlord resulting from a failure that is attributable to the Tenant in his compliance with these Terms and Conditions or from any unlawful act by the Tenant in respect of the Landlord or third parties.
2. The Tenant indemnifies the Landlord against any claims from third parties in respect of any loss that may anyhow arise due to the Tenant's failure to comply with any obligation arising from these Terms and Conditions, or by the unlawful use of the Wi-Fi / Internet network which is at his risk.

5. Default on the part of the Tenant

1. The Tenant shall immediately be in default, while further notice of default shall not be required, in the event that he is responsible for the acts and behaviors referred to in article 3 and/or if (the content of) the data traffic or the Tenant's acts and/or omissions immediately appear to cause a disruption to the performance of the Wi-Fi / Internet network or networks of third parties or the link between these networks.
2. In the event that the Tenant is in default due to an attributable failure with regard to the use of the Wi-Fi and Internet network, the Landlord shall be entitled to impose appropriate sanctions. These sanctions may include restriction, suspension, or termination of access to the Wi-Fi and Internet network. In the event of any serious or repeated failures that have not been rectified in time, the Landlord may terminate the Rental Agreement relating to the Rented Property, or demand its dissolution.
3. If the failure is incidental or a minor failure, the Landlord reserves the right, at its own discretion, to give the Tenant a warning note in writing or send a summons. The Landlord can hereto set reasonable conditions that he believes are necessary to prevent a recurrence.
4. If, upon receipt of a warning note or a summons, the Tenant should again be in default, the Landlord shall be entitled to take appropriate measures without further notice, including initiating proceedings to terminate the Rental Agreement. With respect to the imposition of sanctions, the Landlord will observe the proportionality and interests of the Tenant and apply due care.
5. The Landlord shall not actively monitor, check or supervise the use of the Wi-Fi/Internet network by the Tenant.



6. Obligations and liability on the part of the Landlord

1. Apart from the time required for maintenance and/or improvements to the Wi-Fi/Internet network or the systems required for Tenant registration, the Landlord will provide a Wi-Fi/Internet network with high availability. The Landlord does not guarantee that the Wi-Fi / Internet network will be available at all times nor that it will provide the intended capacity.
2. Should one or more Tenants generate excessive network traffic, causing issues for other Tenants in their traffic, the Service Provider may (for the purpose of those other Tenants) impose restrictions on the volume of network traffic that can be generated through a Tenant's connection to the Wi-Fi / Internet network. The calculation and verification of throttling are entirely at the discretion of the Service Provider. These restrictions will be announced on the Landlord's website and will take effect immediately or at a later date as published in the announcement.
3. The Service Provider is entitled to temporarily disable the Wi-Fi / Internet network or limit its use without prior notice where necessary for reasonably required maintenance of the systems. Planned interruptions will be announced as far in advance as possible in a method to be determined.
4. The Landlord will ensure that the Tenant can submit any complaints about the performance of the Wi-Fi / Internet network to the Service Provider's helpdesk designated by the Landlord.
5. Subject to intent or gross negligence, the Landlord bears no liability for any loss whatsoever resulting from the (temporary) unavailability of the Wi-Fi / Internet network and/or the non-performance or not properly or not timely or not complete performance of the Wi-Fi / Internet network.
6. The Landlord bears no responsibility and therefore no liability for the content and security of data signals regarding the Wi-Fi / Internet network and the associated third-party computer networks nor for the services and control process performed by third parties such as the ITT desk/Service Provider as described article 2.3. The Tenant acknowledges and is aware that control, supervision and enforcement of the use of the Wi-Fi/Internet network by the Service Provider are beyond the Landlord's duty and responsibility. The Tenant shall therefore also be responsible for the proper use of the network in respect of the Landlord.



7. End of network access

1. At the end of the Rental Agreement between the Landlord and the Tenant of the Rented Property where the connection is located, the Tenant's right to use the relevant connection for access to the Wi-Fi / Internet network (including the services purchased which depend on the physical Wi-Fi / Internet network) ends concurrently.

8. Other provisions

1. Since these Terms and Conditions form part of the Rental Agreement, the subdistrict court of the District Court of Maastricht will in the first instance have jurisdiction to hear any disputes regarding the implementation of these Terms and Conditions.
2. The Tenant elects domicile in the Rented Property with regard to any actions arising from these Terms and Conditions, including any written communications made by the Landlord, and consequently, all information can be directed to this residential address and is deemed to have reached the Tenant at such time.
3. If one or more provisions of these Terms and Conditions with regard to the Wi-Fi / Internet network is/are declared invalid by a court decision, the other provisions of these Terms and Conditions will remain in full force and effect; provisions for the replacement of the null and void or nullified provisions will be drawn up, which will as much as possible be in keeping with the purpose and purport of the null and void or nullified provisions.



4. These Terms and Conditions also comprise the Wi-Fi / Internet Network Manual between the Tenant and the Landlord, which can be consulted at www.maasvallei.nl. The contents of the Manual may periodically be updated with regard to practical changes (such as technical instructions, user settings or malfunction procedures). In the event of any material changes, the Tenant will be notified in advance in writing or by e-mail. Such changes will take effect no sooner than fourteen (14) days after the relevant notification, subject to the Tenant's earlier agreement.

5. The subscription charges are indexed annually, which is contingent upon Ittodesk's indexation.

