



## FHWien|Online Terms of Use

FHWien|Online is the higher education management system – the online campus of the University of Applied Sciences for Management & Communication (FHWien der WKW) in Vienna. It serves as a central platform for students and applicants as well as employees of the university and external lecturers (all hereafter referred to as "users") for the administration and organization of matters relating to study programs and for various administrative processes. FHWien der WKW reserves the right to amend these user regulations. The current version of the user regulations is binding for all users.

### 1) RESPONSIBILITY

- a. FHWien|Online is managed and maintained by FHWien der WKW. FHWien der WKW is responsible for maintaining the functionality of the system as well as for ensuring security and – as far as it is considered responsible – for fulfilling data protection obligations.
- b. FHWien der WKW is responsible for updating and maintaining FHWien|Online to ensure that the system functions properly and meets requirements.
- c. FHWien der WKW conducts regular and incident-based checks in order to ensure the appropriate level of security and data protection.
- d. The use of FHWien|Online may be temporarily restricted or individual user accounts may be temporarily or permanently blocked where this is necessary to resolve malfunctions, for system administration or expansion or for reasons of system security and to protect user data. As far as possible, the affected users must be informed of this in advance.
- e. In case of questions or problems in relation to FHWien|Online, users can contact [helpdesk@fh-wien.ac.at](mailto:helpdesk@fh-wien.ac.at) for support and advice.

### 2) ACCESS AUTHORISATION

- a. Each user is responsible for the confidentiality of their own access data and may not disclose their access data to third parties. Passwords must be chosen securely, kept secret and are only valid for one year.

### 3) PURPOSE

- a. FHWien|Online serves exclusively academic and administrative purposes related to the activities of FHWien der WKW.



b. Any use of the system for commercial or unauthorised personal purposes is strictly prohibited.

c. Any misuse or illegal use of the system or any other use in breach of these Terms of Use is prohibited, in particular (but not exclusively) in the case of

- violation of the reputation and image of FHWien der WKW
- violation of the rights of other users or third parties (e.g. copyrights, personal rights)
- violation of the protection of personal data
- disruption or obstruction of the system or other users

#### **4) DATA PROTECTION AND CONFIDENTIALITY**

a. Users agree to maintain the confidentiality and integrity of the data and information accessible via FHWien|Online.

b. Unauthorized copying, duplication, modification or forwarding of data and information from the system is strictly prohibited.

c. When processing personal data, the relevant legal provisions (in particular the EU GDPR and Austrian DSGVO) and any contractual provisions (especially learning agreement, apprenticeship contract, service contract) must be observed.

d. Information on data processing by FHWien der WKW is available on the website at <https://www.fh-wien.ac.at/en/about-us/who-we-are/data-protection/> or in Moodle (General > FHWien Services>Privacy Policy) or (for employees) in Inside.

#### **5) SECURITY GUIDELINES**

a. Users may not take any action that could endanger or compromise the integrity of FHWien|Online, including attempting to access unauthorised areas or uploading malicious software.

b. Each user shall immediately report any security breach, suspicious activity or violation of the security guidelines to: [helpdesk@fh-wien.ac.at](mailto:helpdesk@fh-wien.ac.at).

#### **6) COPYRIGHT**

a. Users agree to respect and protect the intellectual property and copyright of content and materials accessible via FHWien|Online.



b. The use, duplication or distribution of materials from FHWien|Online without the corresponding permission of the rights holder is prohibited.

## 7) VIOLATION OF THE TERMS OF USE

- a. Any violation of these Terms of Use may lead to disciplinary measures, including the temporary or permanent blocking of access to FHWien|Online, as well as possible legal consequences.
- b. FHWien der WKW reserves the right to take appropriate measures in the event of violations in order to ensure the security and integrity of FHWien|Online.
- c. Users are liable for all disadvantages incurred by FHWien der WKW or other users due to misuse or unlawful use of FHWien|Online, or any other use in violation of these Terms of Use for which the users are responsible.

## 8) LIMITATIONS OF LIABILITY

- a. FHWien der WKW disclaims any liability for FHWien|Online operating error-free and without interruption at all times. Possible loss of data due to technical malfunctions and unauthorized access to confidential data by third parties cannot be completely ruled out.
- b. FHWien der WKW is not liable for the accuracy of the applications provided in FHWien|Online. FHWien der WKW is also not liable for the content, in particular for the accuracy, completeness and timeliness of information to which it merely provides access.
- c. FHWien der WKW is only liable in case of gross negligence or intent on its part. Liability for consequential and financial damages (e.g. lost profit) is excluded in cases of negligence.
- d. As far as liability is excluded or limited, this also applies to the personal liability of employees, representatives, organs and authorized agents of FHWien der WKW.

## 9) APPLICABLE LAW AND PLACE OF JURISDICTION

- a. As far as permissible by law, disputes arising from and in connection with these Terms of Use shall be governed exclusively by Austrian law, excluding rules on conflict of laws. The place of jurisdiction is the competent court in Vienna.