General conditions of use of the online customer service DosiNet

These terms and conditions supplement the General Terms and Conditions for the Official Personal Dosimeter Service (AWST) at the Helmholtz Zentrum München. They pertain to the access and use of the online customer service DosiNet that AWST provides to its customers upon request.

1. ACCESS

DosiNet is accessible only to customers who have been authorized by the AWST to use the online service. Upon customer's written request for registration, the AWST will set up a personalized account for him. The customer will receive a user ID and a password, which he can change at any time after the first login. The user ID and password will be sent to him by the AWST in writing via postal mail. The software required for accessing the online service is available free of charge at https://awst.helmholtz-muenchen.de/dosinet/.

Each access with correct login data shall be considered as authorized by the customer, unless the customer provides proof that the access is due to circumstances beyond his scope of risk.

The customer must take all necessary measures to ensure the security and confidentiality of his user name and his password. Recovery of a forgotten password is not possible. In this case, the monitoring service, AWST, will create a new password for the authorized user.

The AWST reserves the right to block the customer's access to the online service DosiNet in case of abusive or improper use.

2. USE OF THE ONLINE CUSTOMER SERVICE / DUTY OF DATA MAINTENANCE

DosiNet is a service provided by the AWST for the processing of the official personal dose monitoring. Upon authorization by the AWST, the customer can retrieve and process data by using this system. The exact functional range can be viewed in the program documentation (available for download at http://www.helmholtz-muenchen.de/en).

The data transmitted by the customer via DosiNet constitutes the basis for the proper processing of the personal dose monitoring. The customer is solely responsibility for the faithful performance of data maintenance. The data exchange with the AWST must therefore be carried out completely, regularly and on a timely basis. The AWST does not verify the accuracy of the data. They are further processed as submitted by the customer.

The duty of data maintenance includes especially:

- creating new accounts for people registered for monitoring or removing user accounts,
- changing or updating personnel master data (e.g. name changes, changes of monitoring purposes, information on the occupational category and type of radiation),
- assigning dosimeters to individuals,
- relevant changing of the deployment area,
- modifying site master data.
After activating the customer's account for accessing the online dosimetry, the customer himself carries out data maintenance exclusively by electronic means. Customer's written reports on data maintenance, which are possible within the service, are generally not processed by the AWST. A processing by the AWST is only in exceptional cases possible, for example if the data maintenance by the customer via DosiNet is temporarily not possible, and the customer has previously informed the AWST about this fact.

All lists and files created in DosiNet are primarily provided for the internal use of the company/DosiNet user.

The annual dose reports generated in DosiNet do not replace the official annual dose reports of the monitoring service, which, according to the requirements of the customer and on request, are offered by the monitoring service against payment.

3. RIGHTS

All rights concerning the contents of the online customer service and the interface documentation shall remain with the AWST and third parties. By signing up for access to the online service DosiNet, the customer acquires no rights or licenses for the contents or the documentation, except for the right to use this service in accordance with the terms of use.

4. AVAILABILITY

The AWST makes all reasonable efforts to ensure the highest possible availability of the online customer service, but is unable to guarantee the continuous usability of the online service. In particular, no claims due to systemic failures can be made.

5. TERMINATION

Termination of the agreement to use the online customer service is possible for both sides at any time without observing a notice period. The notice of termination shall be given in writing. Termination shall be effective with the next dosimeter delivery following the notification, unless a later date is specified in the notice. Termination of the agreement to use the online customer service is not tantamount to termination of the radiation protection monitoring service. To ensure a smooth processing of the monitoring service, it is recommended to contact the AWST for further consultation. However, upon termination of radiation protection monitoring of an activated company/organization, the use and access to the online customer service shall automatically terminate. Nevertheless, in consultation with the monitoring service, read-only access can be granted to the customer.

6. LIABILITY

The AWST is liable for damages resulting from culpable injury to life, body or health, for damages arising from deliberate or grossly negligent breach of duty, and for damages resulting from culpable violation of essential contractual obligations (i.e. those duties which are indispensable for the fulfillment of the contract). However, in case of slight negligence, liability in its amount shall be limited to damages that are contractually typical and predictable at the beginning of the contract. Any further liability shall be excluded.
In the event of loss or deterioration of data or programs, the AWST shall be liable only in so far as the damage could not have been avoided by the customer with regular backups in accordance with the current danger level, unless the damage has been caused deliberately or by gross negligence by the AWST.

7. PRIVACY NOTICE

The data entered by the customer are stored in accordance with paragraph 4 BDSG and, in accordance with paragraph 41 section 7 StrlSchV and paragraph § 35a RöV, forwarded to the Radiation Protection Register (paragraph 12c AtomG) as well as to the addressees listed in Appendix 4 of the Directive on requirements for official personal dose monitoring services.

8. Modifications

The AWST reserves the right to modify the conditions of use at any time and shall inform the customer to that effect. If the customer does not raise objections within 6 weeks after receipt of the communication, the modifications shall be deemed accepted. The customer will be informed about this legal consequence in the above-mentioned communication from the AWST.

9. FINAL PROVISIONS

The law of the Federal Republic of Germany shall apply. Munich will be the exclusive court of jurisdiction for all disputes arising from or in connection with the use of the online customer service, provided that the requirements set out under paragraph 38, section 1 of the German Code of Civil Procedure (ZPO) apply.

10. CONTACT US

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