Terms and Conditions of Use - Connectivity to MAGNET

These Terms and Conditions ensure that a secure method of connectivity is provided between the MAGNET and the Permitted User. These Terms and Conditions provide rules for the use of network and computing resources associated with the Service.

1. Definitions

1.1 For the purpose of these Terms and Conditions the following terms shall have the following meanings:

(a) *'Permitted User'* means the individual accessing the System/s as approved by the Requestor;
(b) *'Requestor'* means the representative of an entity providing the approval for the use of a connectivity to MAGNET by a Permitted User(s);
(c) *'Service'* means the provision of network connectivity between the Permitted User, whether at the Requestor's site or otherwise, and the MAGNET;
(d) *'System'* means the software applications used by Government in the execution of its business and hosted by the Customer on the MAGNET.

2. Scope

2.1 These Terms and Conditions should be read in conjunction with Connectivity to MAGNET (Malta Government Network) – GMICT Policy.

2.2 The use of the Service signifies agreement by the Requestor and the Permitted User to be bound by these Terms and Conditions.

2.3 MITA reserves the right to change, modify, add or remove any portion of these Terms and Conditions in whole or in part, at any time. MITA will notify the Requestor and the Permitted User in writing of such changes. Upon acceptance of the changes by the Requestor and the Permitted User, MITA will send two (2) copies of the revised document to the Requestor and the Permitted User who are required to sign the two copies of the revised document and return one copy to MITA. The continued use by the Permitted User of the Service after any changes to these terms and conditions will signify acceptance.

2.4 These Terms and Conditions will remain in force until terminated by either MITA or the Requestor. Either party may terminate these Terms and Conditions: (a) for convenience by providing not less than thirty (30) days prior written notice, which notice will specify the effective date of termination; or (b) by providing not less than thirty (30) days prior written notice upon the other party's breach of these Terms and Conditions.

3. Responsibilities of the Permitted User

3.1 The Permitted User will be assigned unique user authentication credentials (e.g. username, password and digital certificate or security token) by MITA as required by the Service or the Systems being accessed. Such credentials are personal and non-transferable. The Permitted User undertakes to maintain these credentials as private and confidential information.

3.2 The Permitted User is responsible for the security of his/her own system. MITA will not accept any liability for any harm resulting from the use of the Service and/or the Systems.

3.3 A workstation with an open connection to the System should not be left unattended, particularly if the Permitted User is directly logged onto the System. Screen savers, workstation locking, or automatic logoff shall be used to prevent unauthorised use.

3.4 The Permitted User must not choose passwords by using a pattern or a sequence of characters that is predictable for any other person to recognise. Passwords should never be shared and/or disclosed to anyone.

3.5 The Permitted User must type the password each time the Service is used. Password remembering facilities must not be used such as caching of passwords on one's workstation.

3.6 The Permitted User is responsible for the configuration and use of the software necessary to provide the Service on his/her computer.

3.7 The Permitted User cannot play games or download large files using this service as breach of this condition can lead to access to the Service being terminated.

3.8 Should a Permitted User think that his/her account has been compromised, the MITA Service Call Centre will be immediately notified on (356) 2599 2777 on a 24x7 basis.

3.9 The Permitted User will be responsible for the proper use of the Service including the security token provided by MITA as part of the Service, in accordance with the terms and conditions set herein. The Permitted User shall ensure that the Service is used only for authorised purposes and the System is protected against improper access, use, loss, alteration or destruction. MITA reserves the right to take any action, including legal action if necessary, against the Permitted User in case of unauthorised use of the Service or any negligent or wrongful act of the Permitted User.

3.10 The Permitted User shall ensure that any equipment provided by MITA is duly taken care of. The Permitted User shall reimburse MITA any damages MITA may incur if such equipment is damaged or faulty as a result of the Permitted User's action.

3.11 The Permitted User shall ensure that the Service will be used solely for work-related purposes.

3.12 The Permitted User shall not:
(a) Store any data owned or processed by the Government of Malta on any equipment that is used to access the System; and/or
(b) copy or extract any data owned or processed by the Government of Malta outside the System.

3.13 In the event that the Permitted User no longer makes use of the Service, for whatever reason, the Permitted User must ensure that any residual data which in some way appertains to the System is disposed of in a proper and orderly manner and, subject to Clause 3.9 above, all equipment provided by MITA is returned back to MITA.

3.14 The Permitted User shall be given the minimum rights and privileges needed to execute his/her work arrangements.

3.15 The Service is available on a 24x7 basis except during planned downtime for scheduled network maintenance, upgrade activities and unscheduled downtime. If a fault is reported to the MITA Service Call Centre outside Normal Working Hours - it will be attended to during the next working day. 'Normal Working Hours' will mean 08:00 am to 5:00 pm (CET) Mondays to Fridays (Winter time) and 08:00 am to 4:00 pm (CET) Mondays to Fridays (Summer time) excluding Public and national holidays (in Malta).

3.16 The Permitted User is required to keep abreast of the latest versions of the associated policies, standards, guidelines and directives published on the MITA website.

3.17 The Permitted User agrees to use the Service in accordance with all applicable laws and regulations. The Permitted User will comply with all reasonable rules and instructions from time to time notified by MITA to the Requestor and/or the Permitted User in relation to the use of the Service.

3.18 The Permitted User is expected to carry out the following precautionary measures for any workstation being used to access the Service and which is not permanently connected to the MAGNET:
(a) Install the latest critical security updates for the operating system;
(b) Install anti-virus software;
(c) Update the virus definition files on the anti-virus software regularly and scan all the workstation's hard disks at least once a week;
(d) The virus signature file should be updated ideally before each login to the Service or, at least, once every week;
(e) Disinfect the workstation and remove any viruses which are identified.

3.19 The Permitted User must ensure that the Service is not used to create, display, produce or circulate any material in any form or medium that:
(a) is liable to cause offence, including pornographic material or abusive or defamatory language;
(b) breaches copyright;
(c) could be considered to constitute sexual or racial harassment;
(d) discriminates on the grounds of race, gender, disability, sexual orientation, marital status, political or religious belief;
(e) damages the reputation of the organisation providing the service.

4. Responsibilities of the Requestor

4.1 The Requestor confirms that:
(a) access to MAGNET by the Permitted User is necessary in order to access Systems which are hosted on MAGNET;
(b) the Permitted User is authorised to use the Service in his/her capacity as an employee or as a service provider requiring access to the System.

4.2 The Requestor shall immediately inform MITA in the event that the Permitted User does not require or is no longer authorised to access the System.

5. The Service

5.1 Suspension / Termination of the Service

5.1.1 MITA reserves the right to refuse or terminate access to the Service if the Requestor or the Permitted User is in breach of these Terms and Conditions.

5.1.2 MITA reserves the right to terminate the Service if the Permitted User has not utilised the Service during the past twelve (12) months. In such an event, MITA shall provide a one (1) week written notice to the Requestor and the Permitted User.

5.1.3 MITA reserves the right to terminate the Service without notice in cases where the token has expired and the Requestor has not submitted a request for renewal through the MITA Service Call Centre prior to the expiry of the token featuring at the back of the device. In such circumstances, upon expiry of the token, the Permitted Users shall be unable to use the token device.

5.1.4 If a workstation within the control of the Permitted User is infected by a virus and leads to performance degradation on the MAGNET, MITA reserves the right to disable the Service temporarily.

5.1.5 The Requestor or the Permitted User acknowledges that in the event of security attacks originating from or using the network or components thereof of the Permitted Use as a vector, MITA will reserve the right to disconnect the Service from the MAGNET.

5.2 Liability and Disclaimer

5.2.1 Except as otherwise set forth in these Terms and Conditions, MITA gives no warranties, nor makes any representations, express or implied with respect to the Service and, without limiting the generality of the foregoing, all implied warranties of satisfactory quality or fitness for a particular purpose are hereby expressly excluded.

5.2.2 The Permitted User will be responsible for the use of the Service and will indemnify and hold harmless MITA from and against any and all losses and damages incurred by MITA caused by, or in any way connected with the unauthorised use of the Service by the Permitted User or any breach of these Terms and Conditions or any negligent or wrongful act of the Permitted User.

5.2.3 MITA will not be held liable for any losses, or expenses of whatever nature, resulting from the unavailability of the Service at any time.

5.2.4 Neither party will be liable for any failure to perform its obligations if such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any information.

5.2.5 MITA will not have any responsibility for ensuring the protection of third party information. The third party shall be entirely responsible for providing the appropriate security measures to ensure protection of its private internal network and information.

5.3 Confidentiality

5.3.1 Each party agrees that it will not use in any way for its own account, nor disclose to any third party, any confidential information revealed to it by the other party.

5.4 Monitoring and Audit of Network Connections

5.4.1 The Permitted User acknowledges that security logs of the access login to the Service will be maintained by MITA.