Terms and conditions for use of Live Chat

The chat in the live section of www.essex.ac.uk is a service brought to you by ‘Click4Assistance’. After registering as a user and accepting the Terms and Conditions of Use, users may use this Chat Programme free of charge. The following rules apply for the use of the Chat Programme:

1. When using the Chat Programme, all users are prohibited from:

a) publishing data, texts, images, files, links, software, or any other content The University of Essex in particular deems illegal, harmful, threatening, abusive, harassing, slanderous, vulgar, obscene, hate-inciting, racist or in other ways objectionable;

b) harming others in any way;

c) passing off as another person in the chat rooms;

d) entering, publishing, transmitting content by e-mail or in any other way if the user is not authorised to pass on this content;

e) entering, publishing, transmitting content by e-mail or in any other way if this violates the rights of third parties, particularly patents, marks, copyrights, business secrets or other ownership rights;

f) entering, publishing, disseminating or naming in any other way any advertisement, promotion material or other information/news if it promotes other University providers in the chat rooms;

g) using the Chat Programme for commercial purposes;

h) entering, publishing, transmitting material or any other content by e-mail or any other way if it contains software viruses or other information, files or programmes designed or apt to interrupt, destroy or restrict the functioning of the computer software and hardware or of telecommunication systems;

i) from hampering the technical performance of the Chat Programme or from interrupting the ordinary process of communication or in any way impairing the possibility of other users to communicate in real time;

j) accessing the servers or networks linked to the Chat Programme or interrupting these or not complying with regulations, processes or other rules of the networks associated with the Chat Programme;

k) harassing, threatening, slandering, importuning, or embarrassing anyone, be it a natural or legal person or personality, or cause this person inconveniences of any kind;

l) using languages other than the one specified for the respective chat room.
2. During registration for the Chat Programme, the user is required to select a nickname, which will be used for the duration of the chat. Section 1 (a) also applies for the selection of the nickname. The University of Essex reserves the right to change a nickname at any time if necessary.

3. In case of breach of the Terms and Conditions, the Company reserves the right to delete the individual’s contribution. In serious cases or in case of recurrence, the University of Essex is entitled to delete the user's registration and to block the account temporarily or permanently. It shall be at the sole discretion of the University of Essex to assess the situation leading to a blocked account or the imposition of a penalty.

4. Compliance with these rules shall be monitored by an administrator. Every user is also authorised to inform us by e-mail in case of suspected violation of the Terms and Conditions of Use.

5. Every user is responsible for the content and data he/she publishes. The University of Essex shall not assume any liability for damage of any kind resulting from the use of the Chat Programme.

6. No assurance or warranty can be given for the availability and reliability of the Chat Programme.

7. The present Terms and Conditions of Use may be subject to change at any time. The users of this Chat Programme are not entitled to assert claims of any kind against The University of Essex. The University of Essex shall not be liable for any damage caused by the faulty transmission or non-transmission of contributions, irrespective of whether a confirmation of transmission is received or not.

8. The Company’s General Terms and Conditions remain hereby unaffected.