

Web Chat Terms and Conditions

1. These Terms and Conditions apply to your use of the web chat facility (“the Web Chat”), which is run by us, The University of Manchester (“the University”).
2. However you access the Web Chat, you agree to be bound by these Terms and Conditions when you do so.
3. If you do not accept the Terms and Conditions, do not access the Web Chat. By accessing and/or using any part of the Web Chat you shall be deemed to have accepted the Terms and Conditions.
4. The University may revise the Terms and Conditions at any time by updating this posting. You should check the website from time to time to review the Terms and Conditions as any changes made are binding upon you.

Registration for the Web Chat

5. Each registration is for a single User only. You must not register multiple accounts for the purpose of abusing the functionality of the Web Chat or other users; nor pass yourself off as another user.
6. The University reserves the right to disable, on a temporary or permanent basis, any User account at any time, and for any reasonable cause, including, but not limited to, a breach of the Terms and Conditions.
7. We will ensure that all personal data supplied is held in accordance with the Data Protection Act 1998. The University does not sell or otherwise transfer personal data to any third parties unless you have consented to this or this is so permitted by law, for further information please see the University’s Privacy Notice.

User Material and Conduct

8. Other than personal data, any content you upload and/or post to the Web Chat shall be considered non-confidential and non-proprietary. The University shall have no obligations with respect to such uploading and/or postings. The University shall be free to copy, disclose, distribute, incorporate and otherwise use the content of such uploadings and/or postings, and all data, images, sounds, text and other things embodied therein, for any and all commercial and/or non-commercial purposes.
9. You are prohibited from uploading and/or posting to, or from, the Web Chat any content:
 - a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory (eg.racism, ageism, sexism), menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, or which may cause annoyance or inconvenience; or
 - b) for which you have not obtained all necessary licences and/or approvals;
 - c) which is marketing material and/or which promotes good and services;
 - d) which constitutes or encourages conduct that would be considered a criminal offence, gives rise to civil liability, or is otherwise contrary to the law or infringes the rights of any third party, in any country in the world; and/or
 - e) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
10. You may not misuse the Web Chat including, without limitation, by hacking.
11. The University may co-operate with any law enforcement authorities or court order requesting or directing the University to disclose the identity or location of anyone uploading and/or posting content to the Web Chat in breach of clause 9 or clause 10.

12. The University may co-operate with any third party who claims that any content uploaded and/or posted by you to the Web Chat constitutes a violation of their intellectual property rights, or their right to privacy.
13. The University will not be responsible, or liable, to any third party for the content or accuracy of any uploads and/or posts to the Web Chat by you or any other User.
14. The University reserves the right to remove any and all uploadings and/or postings made by you to the Web Chat, on a permanent or temporary basis, at any time and for any reasonable cause, including but not limited to, a breach of the Terms and Conditions.
15. Any views expressed by others in and/or on the Web Chat do not represent the views and values of the University.
16. If you choose to delete any information from the Web Chat it may take some time or prove impossible, from a technical perspective, to completely do so.

Intellectual Property

17. Your use of the Web Chat is for your own personal and non-commercial use only. You acknowledge and agree that, as between us and you, except for user content, the University is the sole owner of all content on the Web Chat, including, without limitation, all applicable copyrights, patents, trade marks, trade secrets, trade names, logos, and other intellectual property rights thereto, as well as text, images, graphics, logos, audio, video and other material appearing on the Web Chat ("Our Content"). The Web Chat and Our Content are protected by the copyright laws and other intellectual property laws of the United Kingdom.
18. You may download and print extracts from Our Content for your own personal and non-commercial use only, provided you maintain and abide by any copyright or trade mark notice or restriction in any material that you download or print. You may not use any of Our Content for any other purpose without our prior written approval. Except as expressly authorised by us, you are not allowed to create a database in electronic or paper form comprising all or part of the material appearing on the Web Chat.
19. Unless otherwise stated, the copyright and other intellectual property rights in the Web Chat and Our Content, including without limitation photographs and graphical images are owned by the University.
20. Any use of the Web Chat or Our Content other than in accordance with clause 18 for any purpose is prohibited. If you breach any term of the Terms and Conditions, your permission to use Our Content automatically terminates and you must immediately destroy any downloaded and/or printed Content.
21. Subject to clause 18 no part of the Web Chat may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the University's prior written permission.
22. Any rights not expressly granted in the Terms and Conditions are reserved.

Service Access

23. The Web Chat has been designed to be accessible and User friendly and follows general principles of usability and design. If you experience any difficulties in using the Web Chat or need any further help, please contact us [INSERT CONTACT DETAILS].

Disclaimers, Indemnity and Liability

24. The University gives no warranties of any kind concerning the Web Chat or Our Content. In particular, we do not warrant that the Web Chat or any of its contents is virus free. You must take your own precautions in this respect as we accept no

- responsibility for any infection by virus or other contamination or by anything which has destructive properties.
25. Although we will do our best to provide constant, uninterrupted access to the Website, we do not guarantee this. We accept no responsibility or liability for any interruption or delay.
 26. The University reserves the right to make changes and improvements to any information contained within the Web Chat, at any time and without notice.
 27. You agree to defend, indemnify, and hold harmless us, our subsidiaries and each of their respective officers, directors, and employees from any and all claims, liabilities, costs, and expenses arising out a breach by you or any user of your account of these Ts&Cs or privacy policy or arising out of a breach of your obligations, representation and warranties under these Ts&Cs.
 28. We do not warrant or guarantee that access to the Web Chat will be uninterrupted or error-free.
 29. You agree and accept that, if you decide to access and/or use the Web Chat, you are fully responsible for its use going forward and the University makes no warranty or representation in relation to the Web Chat, including, without limitation, in relation to its fitness for any use you wish to, or do, make of it. Accordingly, the University to the fullest extent permissible under law, excludes any and all liability to you and any other party in relation to the Web Chat and/or any use you make of it including any claim attributable to errors, omissions or other inaccuracies in the Web Chat.
 30. Nothing in these Terms and Conditions shall exclude or limit the University's liability for:
 - a) death or personal injury arising from our negligence; or
 - b) our fraud; or
 - c) our misrepresentation as to a fundamental matter; or
 - d) any other liability that cannot be excluded or limited by English law.

Governing law and jurisdiction

31. The Terms and Conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with the Terms and Conditions shall be subject to the exclusive jurisdiction of the English courts.