

TSLS LIVECHAT TERMS & CONDITIONS

This Online Chat Terms and Conditions of Use sets out the terms between User (you) and Tertiary Scholarships and Loans Service (“TSLS”) and under which you may utilize the Online Chat services on its website www.tsls.com.fj.

Definitions

The following terms shall have the meanings specified below:

“**Services**” means the services and products supplied by the Tertiary Scholarships and Loans Service pursuant to the Tertiary Scholarship and Loans Act 2014 to the Customer under the Agreement specified below.

“**Customer**”, “**you**” means any user, person or entity who creates an account and uses Services supplied by TSLS under the Agreement.

“**Visitor**” means any person who is visiting/browsing TSLS website where TSLS Online Chat Services is installed.

“**Agent**” means any person who is employed/engaged by the Tertiary Scholarships and Loans Service to operate Services for or on behalf of TSLS.

“**Confidential Information**” means all information, whether written or oral, provided by the disclosing party to the receiving party and which (i) is known by the receiving party to be confidential; (ii) is marked as or stated to be confidential.

“**TSLS**” means Tertiary Scholarships and Loans Service, a statutory authority established under the Tertiary Scholarship and Loans Act 2014.

Terms and Conditions

1. TSLS permits you to use the Online Chat Service solely for use in accordance with these Terms of Use. You are permitted to use the Chat Service on a free, non-exclusive and non-transferable basis solely to ask for tips and questions about our TSLS products and services from one of our advisors by typing a question and to receive a response in real time, and not for any other purposes.
2. TSLS reserves the right to refer your query to the relevant TSLS Staff rather than responding via the Chat Service if it believes that your query would be better handled in this way.
3. TSLS shall not be held responsible for any content created by you on the Chat Service.
4. All records of the chat session may be maintained for a maximum period of 2 (two) months only from the date of chat. Such records and chat session details will only be released if required pursuant to law.
5. Prohibited Uses: The contents or part of the chat session details should not be used by User in any public forum, for publishing, reproduction, duplicating, copying and or for any purpose connected to fraudulent or malicious activity.

6. The User understands, has become familiar with technical requirements necessary to use the Chat Online services and has no objections in respect thereof. The User is aware of risk and threats connected with electronic data transmission.
7. The User must not transmit any information which is or may reasonably be considered to be political, illegal, infringing, abusive, inciting of violence, invasive of privacy, obscene, pornographic, defamatory, offensive, and derogatory in nature, libelous, hateful, racially or religiously biased or offensive, threatening or harassing to the Chat agent or be likely to misrepresent identity or impersonate someone or otherwise injurious to third parties or objectionable.
8. TSLs reserves the right to terminate a chat session if the User is found to be in breach of any the terms and conditions and if need be, referring the matter to appropriate authorities for investigations and appropriate action.
9. TSLs may revise these terms and conditions at any time without prior notice and only those currently visible on our website are up to date and valid at the time.
10. By using the Chat Service, you represent and warrant that:
 - i. you are the author of content submitted, that you are not stealing the identity of another person, and you are not using a false email address or otherwise being misleading as to the origin of your query;
 - ii. your query or content submitted is your original work and does not infringe the intellectual property rights of third parties;
 - iii. all content that you send is truthful and accurate;
 - iv. you are at least 15 years old;
 - v. your query or content submitted complies with these Terms of Use.
 - vi. you will not or submit any query or content that is known by you to be false, inaccurate or misleading; and
 - vii. your query does not refer to a third-party individual without their prior express consent;
11. TSLs reserves the right not to respond to and delete:
 - i. duplicate queries;
 - ii. blank queries;
 - iii. queries in a language that is not English;
 - iv. any unintelligible content (such as content that contains random characters and meaningless word strings); or
 - v. any submission if it does not comply with these Terms of Use.
12. TSLs has the right to limit or suspend access to any user that is in breach of these Terms of Use.
13. The Chat Service may be unavailable from time to time for maintenance or other technical reasons and TSLs cannot take any responsibility for any errors, omissions, interruptions, deletions or delays that may be experienced by users when accessing the Chat Service.
14. By submitting your email address in connection with your use of the Chat Service, you agree that TSLs and its third-party service providers may use your email address to contact you about the status of your query and for other administrative purposes.
15. You agree to indemnify, keep indemnified and hold TSLs (which shall include its officers, directors, agents, Fijian Government, employees and third-party service

providers) harmless from all losses, claims, demands, and damages (actual and consequential) of every kind and nature, direct or indirect including reasonable legal fees, which are incurred by TSLS for any breach of your representations and warranties set forth above.

16. TSLS reserves the right to suspend or cease to provide the Chat Service at any time without notice.

If you do not agree to these terms and conditions, you should not proceed with the session. By proceeding with this chat means that you accept, and agree to abide by the Tertiary Scholarships and Loans Service Online Chat Terms and Conditions of Use stated above which supplement our website Terms and Conditions.