

BACKGROUND:

These Terms of Use, together with any other documents referred to herein, set out the terms of use of this website, <<insert website address>> ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. [You must agree to these Terms of Use before you can use Our Site] AND/OR [You will be deemed to have agreed to these Terms of Use when signing up for an Account]. If you do not agree to comply with these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to sales or purchases made on Our Site. Please see our Privacy Policy and Terms for Buyers or Sellers for more information.

1. Definitions and Interpretation

1.1 In these Terms of Use, the following expressions have the following meanings:

"Account"

"Buyer"

"Content"

"Marketplace"

"Seller"

["Third Party Advertising"

["Third Party Advertiser"

"User"

"User Content"

"We/Us/Our"

2. Information About Us

2.1 Our Site is [owned and operated by] <<insert business name>> [a limited company registered in <<insert country>> under company number <<insert company number>>] whose registered address is <<insert registered address>> and whose main trading address is <<insert trading address>>].

other documents referred to herein, set out the terms of use of this website, <<insert website address>> ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. [You must agree to these Terms of Use before you can use Our Site] AND/OR [You will be deemed to have agreed to these Terms of Use when signing up for an Account]. If you do not agree to comply with these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to sales or purchases made on Our Site. Please see our Privacy Policy and Terms for Buyers or Sellers for more information.

otherwise requires, the following meanings:

required to access and/or use Our Site, as detailed in Clause 4;

makes a purchase on Our Site;

text, images, audio, video, scripts, databases, and any other form of electronic data, whether or not being stored on a computer that is part of, or accessible to, part of, Our Site;

Marketplace for Buyers and Sellers on Our Site;

Sellers on Our Marketplace;

displayed on Our Site, provided by <<insert third party>>];

responsible for Third Party Advertising displayed on Our Site;]

Our Site;

added to Our Site by a User;

<<insert business name>> [a limited company registered in <<insert country>> under company number <<insert company number>>] whose registered address is <<insert registered address>> and whose main trading address is <<insert trading address>>].

<<insert business name>> [a limited company registered in <<insert country>> under company number <<insert company number>>] whose registered address is <<insert registered address>> and whose main trading address is <<insert trading address>>].

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6.1	User Content on C content that users o
6.2	You agree that y Specifically, you a submit the User Co Policy.
6.3	You agree that you by law, indemnify U

responsible for your User Content.
 warrant that you have the right to
 comply with Our Acceptable Usage

will, to the fullest extent permissible
warranties given by you under sub-

- Clause 6.2. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 6.4 You (or the licensor) shall retain the ownership of the intellectual property in the User Content. By submitting User Content to Our Site, you grant Us a non-transferable, royalty-free, exclusive, irrevocable, and non-sublicensable licence to use, store, archive, reproduce, distribute, prepare derivative works from, and sub-licence your User Content for the purposes of operating Our Site.
- 6.5 If you wish to remove the User Content, you may do so by following the instructions provided on Our Site. We will use reasonable efforts to remove the User Content. [Removing User Content also revokes the licence granted to your User Content under sub-Clause 6.4.] Please note that the User Content may not be made unavailable in all jurisdictions where they are outside of Our Site.
- 6.6 We may reject, redact, or remove User Content from Our Site where in violation of Our Acceptable Use Policy. If We receive a complaint from a third party about it and the complaint is substantiated, we could be removed in response to that complaint. If any of the User Content is removed, you will be informed of the removal and the reason for the removal in writing.

7. Links to Our Site

- 7.1 You may link to Our Site, provided that:
- 7.1.1 you do so in a way that does not suggest any form of association, endorsement, or approval by Us, or in a way that suggests a connection between Us and the site where none exists;
 - 7.1.2 you do not use Our name or logo in connection with the link;
 - 7.1.3 you do not use Our name or logo in a way that suggests a connection between Us and the site where none exists;
 - 7.1.4 you do not use Our name or logo in a way that suggests a connection between Us and the site where none exists;
- 7.2 [You may link to any page on Our Site other than the homepage (known as “deep linking”) without Our prior written permission. Please contact Us at <<insert contact details>> for further information.]
- 7.3 [Framing or embedding Our content on other websites requires Our express written permission. Please contact Us at <<insert contact details>> for further information.]
- 7.4 You may not link to any page on Our Site (i.e. the site’s primary content, not comments or similar from other users) containing:
- 7.4.1 [is sexually explicit or obscene;
 - 7.4.2 is obscene, defamatory, or otherwise inflammatory;
 - 7.4.3 promotes violence or illegal activity;
 - 7.4.4 promotes discrimination on the basis of race, ethnicity, gender, or sexual orientation;

- 7.4.5 discriminates on the basis of race; gender; religion; nationality; or disability; or
- 7.4.6 is intended to threaten, harass, annoy, alarm, or otherwise inconvenience another person;
- 7.4.7 is calculated to deceive another person;
- 7.4.8 is intended to infringe (or to threaten to infringe) the rights of another person or otherwise misrepresents the identity or status of another person in a way that is calculated to deceive another person and is not included in this definition or any of the other provisions of this sub-Clause;
- 7.4.10 implies any relationship where none exists;
- 7.4.11 infringes, or attempts to infringe, the rights (including but not limited to, copyright, trade marks, patents, and database rights) of another party; or
- 7.4.12 is made in breach of any duties of confidence.

8. Links to Other Sites

Links to other sites may be provided on Our Site. Unless expressly stated, these sites are not under Our control. We do not accept responsibility or liability for the content of third party sites. A link to another site on Our Site is for information only and does not constitute an endorsement of the sites themselves or of those in control of them.

9. [Third Party Advertising]

- 9.1 We may feature Third Party Advertising on Our Site.
- 9.2 You agree that you will not remove or hide any Third Party Advertising using HTML or any other method.
- 9.3 We are not responsible for Third Party Advertising on Our Site. [<<insert business name>>] [Third Party Advertising] OR [Each user is responsible for the content of their own Third Party Advertising]. We will not be liable for any inaccuracies, or omissions.]

10. Disclaimers and Legal Responsibility

- 10.1 Nothing on Our Site should be relied upon for general information purposes only. [Professional advice should always be sought before taking any action on the basis of information provided on Our Site.]
- 10.2 Insofar as is permitted by law, we make no representation, warranty, or guarantee that Our Site will not infringe the rights of third parties or that it will be safe or secure. Our failure to exercise reasonable

care and skill, any digital content below certain legal remedies as a consumer, please contact the Citizens Advice Bureau or Trading Standards Office.

- 10.3 We make reasonable attempts to ensure that Our Content on Our Site is complete, accurate and up to date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate or up to date.
- 10.4 We are not responsible for any opinions, views or information contained in any User Content. Any such opinions, views or information are the property of the relevant User and do not reflect Our opinions, views or information.

11. Our Liability

- 11.1 Please note that the Terms for Buyers <<insert link>> are subject to Our Terms for Buyers <<insert link>>.
- 11.2 To the fullest extent permitted by law, We accept no liability to any User for any loss or damage (including negligence or in connection with the use of, or reliance upon, Our Site, or the content of, or any User Content) included on Our Site.
- 11.3 To the fullest extent permitted by law, We exclude all representations, warranties, and guarantees (express or implied) that may apply to Our Site or to any Content included on Our Site.
- 11.4 If you are a business or use Our Site in the course of business and/or for commercial purposes, we accept no liability for loss of profits, sales, revenue, business opportunity, goodwill, or reputation; or for any indirect or consequential loss or damage.
- 11.5 We use all reasonable measures to ensure that Our Site is free from viruses and other malware. Clause 10.2, however, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may corrupt, damage, or delete any data, or other material that occurs on any computer or other site referred to on Our Site.
- 11.6 We neither assume nor accept any liability or liability arising out of any interruption or non-delivery of service resulting from external causes including, but not limited to, network failure, host equipment failure, telecommunications network congestion, events, acts of war, or legal requirements.
- 11.7 Nothing in these Terms shall exclude or restrict Our liability for death or personal injury resulting from negligence, or for any liability that cannot be excluded or restricted by law. For more information on your legal rights, please contact your local Citizens Advice Bureau or Trading Standards Office.

Site damages your device or other digital content (as a consumer) you may be entitled to certain legal remedies. For more information on your rights and remedies, please contact your local Citizens Advice Bureau or Trading Standards Office.

that Our Content on Our Site is complete, accurate and up to date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate or up to date.

accuracy of any User Content, nor are we responsible for any loss or damage resulting from any User Content. Any such opinions, views or information are the property of the relevant User and do not reflect Our opinions, views or information.

Clause 11 are subject to Our Terms for Buyers <<insert link>>.

We accept no liability to any User for any loss or damage (including negligence or in connection with the use of, or reliance upon, Our Site, or the content of, or any User Content) included on Our Site.

We exclude all representations, warranties, and guarantees (express or implied) that may apply to Our Site or to any Content included on Our Site.

Our Site in the course of business and/or for commercial purposes, we accept no liability for loss of profits, sales, revenue, business opportunity, goodwill, or reputation; or for any indirect or consequential loss or damage.

ensure that Our Site is free from viruses and other malware. Clause 10.2, however, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may corrupt, damage, or delete any data, or other material that occurs on any computer or other site referred to on Our Site.

liability or liability arising out of any interruption or non-delivery of service resulting from external causes including, but not limited to, network failure, host equipment failure, telecommunications network congestion, events, acts of war, or legal requirements.

exclude or restrict Our liability for death or personal injury resulting from negligence, or for any liability that cannot be excluded or restricted by law. For more information on your legal rights, please contact your local Citizens Advice Bureau or Trading Standards Office.

12. Viruses, Malware, and Security

- 12.1 We exercise all reasonable efforts to ensure that Our Site is secure and free from viruses and malware, including, but not limited to, the scanning of all User Content (including but not limited to files uploaded) for viruses and malware as it is uploaded. [We do not warrant that Our Site is secure or free from viruses or other malware, and we have no liability in respect of the same, including sub-Clause 10.2.]
- 12.2 You are responsible for ensuring that the hardware, software, data, and other information stored on or transmitted via Our Site is secure from internet security risks.
- 12.3 You must not deliberately upload, transmit, or otherwise make available any material which is malware or other malware, or any other information that is harmful either to or via Our Site.
- 12.4 You must not attempt to gain unauthorized access to any part of Our Site, the server on which Our Site is hosted, or any other server, computer, or database connected to Our Site.
- 12.5 You must not attempt to launch or participate in a denial of service attack, a distributed denial of service attack, or any other means.
- 12.6 By breaching the provisions of Clauses 12.3 to 12.5, you may be in breach of the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate with them. Your right to use Our Site will be immediately terminated in the event of such a breach.

13. Acceptable Usage Policy

- 13.1 You may only use Our Site for purposes that are lawful and that complies with the provisions of this clause:
- 13.1.1 you must ensure that your use complies with any and all local, national, or international laws, regulations, and policies;
- 13.1.2 you must not use Our Site for any purpose, in any way, or for any purpose, that is unlawful or prohibited by law;
- 13.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit any form of virus or other malware, or any other information that adversely affect computer hardware, software, or data;
- 13.1.4 you must not use Our Site for any purpose, in any way, or for any purpose, that is intended to harass, defame, or otherwise harm persons in any way.
- 13.2 When using Our Site, you must not communicate or otherwise do anything that:
- 13.2.1 is sexually explicit or obscene;
- 13.2.2 is obscene, defamatory, or otherwise inflammatory;
- 13.2.3 promotes violence or hatred;
- 13.2.4 promotes or incites unlawful activity;
- 13.2.5 is discriminatory on the basis of race, ethnicity, gender, or disability; or

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14. Privacy and Cookies

Policy and Cookie Policy, available [link to Cookie Policy>>](#).

protection)

will be collected, processed, and
EU Regulation 2016/679 General
our rights under the GDPR.

processing, storage, and retention of the purpose(s) for which personal using it, details of your rights and sharing (where applicable), please

refer to Our Privacy Policy
<<insert link to Cookie Policy>>

Privacy Policy>> [and Cookie Policy

16. Communications from Us

- 16.1 If We have your contact details, We may use them to send you important notices by email. Such notices will only be sent in connection with matters including, but not limited to, changes to Our Terms of Use; Our Terms for Sellers, Our Terms for Buyers, Our Cookie Policy; and changes to your Account.
- 16.2 We will never send you any marketing emails of any kind without your express permission. If you do not wish to receive such emails, you may opt-out at any time. Any email that we send you will include an unsubscribe link. [Email address] in <<insert location>>.] If you opt out, you will not be able to opt back in up to <<insert period>> for Us to contact you. If you do not opt out, you may continue to receive emails from Us.

17. Contacting Us

To contact Us, please email Us at <<insert email address>> or using any of the options provided on Our <<insert link to contact page>>.

18. Changes to these Terms

- 18.1 We may alter these Terms from time to time. [If We do so, details of the changes will be highighted on our website page [and We will email you with details of the changes].] Any changes will become binding on you upon your first use of Our Services after the changes have been made. You are therefore advised to check our website from time to time.
- 18.2 In the event of any conflict between the current version of these Terms of Use and any previous version, the current version shall prevail unless it is specifically stated otherwise.

19. Law and Jurisdiction

- 19.1 These Terms and Conditions shall govern the relationship between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 19.2 If you are a consumer, these Terms and Conditions shall not override any mandatory provisions of the law in your country. If the law in Sub-Clause 19.1 above takes away or reduces your rights, you may still rely on those provisions.
- 19.3 If you are a consumer, any dispute or controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as applicable.
- 19.4 If you are a business, any dispute or controversy arising out of or in connection with these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland], as applicable.

Ireland] [Scotland].

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