

By Using Our Site You Accept These Terms and Conditions

Please read these Terms and Conditions carefully and ensure that you understand them before using Our Site, together with any other documents that may be referred to in the terms of use governing your use of Our Site (collectively, the "Terms and Conditions"). It is recommended that you save a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were last updated on <<insert date>>. [The following changes were made: <<insert details>>]

Your agreement to comply with these Terms and Conditions is indicated by your use of Our Site. If you do not agree with these Terms and Conditions, you must stop using Our Site immediately. [You must also agree to accept these Terms and Conditions if you sign up for <<insert service>>]

The following documents are incorporated into these Terms and Conditions:

- Our Privacy Policy, located at <<insert link>>, in Parts [3,] 7 and 18.
- [Our Cookie Policy, located at <<insert link>>, in Part 19.]
- Our Acceptable Use Policy, located at <<insert link>>, referred to below in Part 18.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

"Account"

["Contact Tools"

"Content"

"Our Site"

"User"

"User Content"

carefully and ensure that you understand them before using Our Site, together with any other documents that may be referred to in the terms of use governing your use of Our Site (collectively, the "Terms and Conditions"). It is recommended that you save a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were last updated on <<insert date>>. [The following changes were made: <<insert details>>]

Your agreement to comply with these Terms and Conditions is indicated by your use of Our Site. If you do not agree with these Terms and Conditions, you must stop using Our Site immediately. [You must also agree to accept these Terms and Conditions if you sign up for <<insert service>>]

The following documents are incorporated into these Terms and Conditions:

• Our Privacy Policy, located at <<insert link>>, in Parts [3,] 7 and 18.

• [Our Cookie Policy, located at <<insert link>>, in Part 19.]

• Our Acceptable Use Policy, located at <<insert link>>. This is also referred to below in Part 18.

In these Terms and Conditions, the following expressions shall have the meanings:

"Account" means an account required to access certain features of Our Site, as set out in Part 7;

["Contact Tools" means the communications facility that We provide on Our Site enabling you to contact Us, including, but not limited to, contact forms and live chat;

"Content" means text, images, audio, video, scripts, databases, and any other form of digital content, regardless of being stored on a computer that is part of, Our Site;

"Our Site" means <<insert website address>>, and Our Site also refers to all Content on Our Site, unless expressly stated otherwise;

"User" means any person who uses Our Site;

"User Content" means any Content (s) of user content supported>>, uploaded to, or stored on Our Site; and

“We/Us/Our”

Business name>>.

2. Information About Us

- 2.1 Our Site is operated by [insert company name>>]. [We are a limited company registered in England and Wales with company number <<insert company number>>. Our registered address is <<insert registered address>> and Our main trading address is <<insert trading address>>.] **OR** [Our address is <<insert address>>].]
- 2.2 [Our VAT number is <<insert VAT number>>].]
- 2.3 [We are regulated by <<insert regulator(s)>>].]
- 2.4 [We are a member of <<insert association(s) etc.>>].]
- 2.5 [We are an investment company regulated by <<insert regulator(s)>>].]
- 2.6 [Please note that Our Site is not intended to be used while being wound up.]
- 2.7 [<<insert further information>>].]

3. How to Contact Us [and Your Complaints and Feedback Tools]

- 3.1 To contact Us by email, please email us at <<insert email address>> or to contact Us by telephone, please call us on <<insert telephone number>>.
- 3.2 [We provide the following tools to help you to contact Us:
- <<insert Contact Us form, live chat etc.>>]
- 3.3 When using Our Content, you agree to our Acceptable Usage Policy. The following rules apply to anything that:
- [is sexually explicit or obscene];
 - in any way suggests, promotes, or depicts sexual abuse material; or
 - is obscene, defamatory, abusive, hateful, or otherwise inflammatory;
 - promotes violence;
 - promotes, encourages, or depicts acts of terrorism;
 - promotes or depicts illegal or unlawful activity;
 - is defamatory;
 - bullies, insults, or intimidates another person;
 - discriminates on the basis of race, ethnicity, nationality; gender; gender identity; sexual orientation; religious or philosophical beliefs; disability; or age;
 - is intended to threaten, harass, annoy, alarm, or otherwise harm another person;
 - is calculated to deceive;
 - is intended to infringe (or threaten to infringe) the intellectual property rights of another person or otherwise uses their personal information in a way that they do not have a right to;

S

- # A

M

P

L

- # E

S

A

M

P

L

E

applicable United Kingdom intellectual property laws and treaties.

9.2 Users retain the ownership and all other intellectual property rights in their User Content and all other intellectual property rights in their User Content, which is owned by the User. In any case, Users must obtain express permission for such use (including the User Content). For information on the use of User Content, see Part 11.

9.3 You may access, view, and use Our Site using a web browser (including any web browser) and you may download Our Site Content (including software or app) and you may use Our Site Content for caching (this usually occurs automatically).

9.4 You may print one or more copies of any page(s) from Our Site for personal use only.

9.5 You may download any Content from Our Site where We clearly indicate that it is available for personal use only.

9.6 You may view and use (including, but not limited to, copy, modify) User Content and all other intellectual property rights in that User Content and] subject to the permissions [displayed with that Content].

9.7 You may not otherwise copy, reproduce, copies, downloaded extracts, or modify, or use any Content, including images, video, audio, or any other Content downloaded from Our Site, but not be used separately from the accompanying text.

9.8 You may not use any Content (including User Content) from Our Site for commercial purposes without a licence from Us, Our licensors, or the relevant User. This does not prevent the normal access, viewing, and use of Content for information purposes by business users or consumers.

9.9 You may not systematically download Content (including User Content) from Our Site or create any form of comprehensive collection, compilation, or database without Our express written permission (or the permission of the relevant User).

9.10 Unless expressly stated otherwise in Our Terms and Conditions or on Our Site, you may not otherwise copy, reproduce, distribute, sell, rent, sub-licence, store, or use any Content from Our Site without Our express written permission (or the permission of the relevant User). For further information, please Contact Us using the details provided above in Part 11.

9.11 Our status as the licensor of any Content on Our Site (or that of any identified licensors) must always be acknowledged.]

OR

9.1 [With the exception of the Content included on Our Site that Content belonging to Us (including User Content) is protected by applicable United Kingdom intellectual property laws and treaties.

9.2 Users retain the ownership and all other intellectual property rights in their User Content and all other intellectual property rights in their User Content, which is owned by the User. In any case, Users must obtain express

S

A

M

P

L

E

permission for such use of the User Content on the use of User Content. For information on the use of User Content, see Part 11.

9.3 You may access, view, and use the User Content via a web browser (including any web browser with a web browsing capability) or a software or app and you may download Our Site Content for caching (this usually occurs automatically).

9.4 You may print copies of any page(s) from Our Site [for personal use].

9.5 You may download any User Content from Our Site where We clearly indicate that it is available for personal use only].

9.6 You may view and use the User Content in accordance with the applicable, download and save) User Content [displayed with that User Content and] set out below in Part 11.

9.7 [You may not use the User Content for commercial purposes or for the relevant User Content for viewing, and use of the User Content by users or consumers of the User Content.]

9.8 [You may not systematically download Content (including User Content) from Our Site to create any form of comprehensive collection, compilation, or database without Our express written permission (or the permission of the relevant User).]

9.9 [Unless expressly stated otherwise, you may not otherwise use the User Content in any other manner, including but not limited to, reproduction, distribution, permission (or the permission of the relevant User) about the re-use of the User Content provided above in Part 11.]

9.10 [Our status as the licensor of the User Content on Our Site (or that of any identified licensors of the User Content) must always be acknowledged.]

9.11 [Nothing in these Terms and Conditions limits or excludes the provisions of the Copyright, Designs and Patents Act 1988, 'Acts Permitted in Relation to Copyright Material' (which includes exceptions allowing certain uses of copyright material for non-commercial research and private study; teaching; criticism, review, and reporting; parody, caricature, and pastiche; accessibility; time-shifting; and information is available from the UK Intellectual Property Office website at <http://www.copyright.gov.uk/>].

10. User Content

10.1 User Content on Our Site includes any User Content>>.

10.2 An Account is required to post User Content to Our Site.

10.3 All User Content posted on Our Site must comply with the content standards set out in Our Acceptable Usage Policy, available at <<insert link>>.

10.4 You warrant that you will not post User Content that violates the content standards set out in 10.3 and the content standards set out in Our Acceptable Usage Policy to the fullest extent permissible by law.

S

A

M

P

L

E

law, indemnify Us for any loss or damage

10.5 We are not responsible for your sole responsibility

10.6 All User Content is referred to Part 11 for licensing.

10.7 We may reject, reclaim Our sole opinion, it

10.8 We have the right to claim that any User property rights (including

10.9 User Content is not on Site. The opinions, views, are those of the relevant values.

10.10 We do not store any

10.11 If you wish to make use using the details provided explanation of how we developed, enforce metrics and take-down

10.12 If you wish to remove description of method Content may not be unavailable where the

11. User Content, Your Rights

11.1 User Content on Our rights in that User Content or has been licensed User Content is protected intellectual property

11.2 You (or your licensee) Content and all associated Content to Our Site transferrable, royalty-free, syndicate, publish, derivative works from the extent necessary

11.3 [Users have the right to reproduce, and create for [non-commercial

OR

11.3 [Subject to the right to otherwise copy, display, create derivative works obtaining the express

warranty. You will be responsible for any loss or damage as a result of such a breach.

User Content submitted to Our Site. It is the responsibility of you to your User Content.

essential and non-proprietary. Please ensure you protect your intellectual property rights and

User Content from Our Site where, in accordance with Our Usage Policy.

to a third party if that third party claims that you infringes their intellectual property rights (including copyright) or their right to privacy.

by Us before it is displayed on Our Site. The opinions, views, expressed in User Content on Our Site do not represent Our opinions, views, or

User Content, please contact Us at [Insert contact details] [Insert reference or link to an external resource] works, and how your guidelines are affecting information on performance

you may do so by <<insert brief description of method or references to your User Content immediately and may not be made available under reasonable control.

Users' Rights (Intellectual Property)

right and other intellectual property rights in that User Content, unless otherwise labelled otherwise, belongs to the User along with that User Content. All rights are reserved under United Kingdom and international

maintain the ownership of your User Content and all associated property rights. When you submit User Content to Our Site, you grant an unconditional, non-exclusive, fully transferrable, royalty-free, wide licence to use, store, archive, publish, reproduce, distribute, prepare derivative works from, sub-licence your User Content to [insert details] Our Site.

publicly perform, publicly display, or create derivative works based upon each other's User Content

as set out above in Part 9, Users may not copy, display, reproduce, or create derivative works of other's User Content without first obtaining the express permission of the User to whom the User

Content in question

OR

11.3 [Subject to the right to determine the usage of User Content, [For further details of permissions are discussed in User Content in a manner that requires express written permission from the relevant User.]

11.4 [We use technical measures to prevent download User Content and copy protection measures to ensure User Content will not be used by other Users without your permission.]

11.5 [Unless a particular User acknowledges the identity of the User when re-using another User's Content, you must always acknowledge the status of Users and User Content as set out in Our Acceptable Usage Policy.]

12. Links to Our Site

12.1 [You may link to the homepage of Our Site, but this requires Our express written permission.]

12.2 Links to Our Site must not damage the reputation of Our reputation or that of any of our Users.

12.3 You must not link to Us (where there is no link) or to any of our Users (where there is none).

12.4 Your link should not contain any of our trademarks without Our express written permission.

12.5 [You must not frame Our Content on another website without Our express written permission.]

12.6 [You may not link to a website the main content of which is unlawful; obscene; defamatory; threatening; racist, discriminatory; that promotes violence, racial hatred, or terrorism; or that We deem to be otherwise unacceptable.]

OR

12.6 [You may not link to a website the main content of which does not comply with Our Acceptable Usage Policy, available at [Our Acceptable Usage Policy](#).]

13. Links to Other Sites

13.1 Links to other websites are permitted, but these sites are not endorsed by Us and we accept no responsibility or liability for the content of those sites.

13.2 The inclusion of a link to another website on Our Site is for information purposes only and does not constitute an endorsement of that website or of its content.

As set out above in Part 9, Users may determine the usage of their User Content over their User Content. [For further details of permissions are discussed in User Content. If you wish to use User Content in a manner that requires such permissions, you must obtain express written permission from the relevant User.]

We use technical measures to prevent the ability of Users to copy and download User Content and copy protection measures to ensure User Content will not be used by other Users without your permission. [For further details of permissions are discussed in User Content. If you wish to use User Content in a manner that requires such permissions, you must obtain express written permission from the relevant User.]

Unless a particular User acknowledges the identity of the User when re-using another User's Content, you must always acknowledge the status of Users and User Content as set out in Our Acceptable Usage Policy.

OR [You may only link to the homepage of Our Site, but this requires Our express written permission.]

You must not take unfair advantage of Our reputation or that of any of our Users.

You must not link to Us (where there is no link) or to any of our Users (where there is none).

Your link should not contain any of our trademarks displayed on Our Site without Our express written permission.

[You must not frame Our Content on another website without Our express written permission.]

[You may not link to a website the main content of which is unlawful; obscene; defamatory; threatening; racist, discriminatory; that promotes violence, racial hatred, or terrorism; or that We deem to be otherwise unacceptable.]

OR [You may only link to the homepage of Our Site, but this requires Our express written permission.]

Links to other websites are permitted, but these sites are not endorsed by Us and we accept no responsibility or liability for the content of those sites.

The inclusion of a link to another website on Our Site is for information purposes only and does not constitute an endorsement of that website or of its content.

owners, operators, ved with it.

14. **[Advertising**

- [illegible]

15. Disclaimers

- | | |
|------|--|
| 15.1 | Nothing on Our Site is intended to provide, and we do not provide, any advice on which you should rely. It is provided for general informational purposes only. [Professional or specialist advice should always be sought before taking any action relating to the subject matter to which your website relates]. |
| 15.2 | We make reasonable efforts to ensure that Our Content on Our Site is complete, accurate and up to date. In the extent permitted by law, We make no warranties or guarantees (express or implied) that this will always be the case. |
| 15.3 | If you are a business user, Our Site and its Content are provided on the basis of implied representations, warranties, conditions, and other legal provisions that apply to Our Site and Content. |

16. Our Liability

- | | |
|------|---|
| 16.1 | Nothing in these Terms shall exclude or restrict Our liability for fraud or fraudulent misrepresentation, or for death or personal injury resulting from negligence, or any liability which cannot be lawfully excluded or restricted. |
| 16.2 | If you are a business user, using Our Site in the course of your business or for commercial purposes, we accept no liability, in the fullest extent permissible by law, for damage, whether foreseeable or otherwise, in contract (including negligence), for breach of statutory duty, or otherwise, arising from or in connection with the use of (or inability to use) Our Site or the use of any Content (including User Content) made available on Our Site. |
| 16.3 | If you are a business user, we accept no liability for loss of profit, sales, revenue, opportunity, goodwill, or reputation; for loss of anticipated profit; for interruption; or for any indirect or consequential loss of any kind. |
| 16.4 | [Our Site is intended for business users only.] If you are a consumer, you agree that [you will not use Our Site for commercial or business purposes and that] We shall not be liable for any business losses as set out above. |

S

16.5 [Subject to Part 16.4, we do not warrant that Our Content (digital content) from Our Site will not cause damage to your computer or a device belonging to you. We will not be responsible for any damage caused by Our failure to use reasonable skill and care to prevent such damage.]

16.6 [Note that the right to repair in Part 16.5 will be lost if the damage in question was caused or avoided by following advice or instructions from Us or a third party, or if the damage resulted from your failure to follow the minimum system requirements provided by Us for the device in question were not met.]

17. Viruses, Malware, and Security

17.1 We exercise reasonable care to ensure that Our Site is secure and free from viruses and malware. We do not guarantee that this is the case.

17.2 You are responsible for protecting your hardware, software, data, and other information from internet security risks.

17.3 You must not deliberately introduce any malware or other malware, or any other harmful material which is maliciously harmful either to or via Our Site.

17.4 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.

17.5 You must not attempt to launch or participate in a denial of service attack, a distributed denial of service attack, or any other means.

17.6 By breaching the provisions of Part 17.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with them. You agree to disclose your identity to them immediately in the event of such a breach.

18. Acceptable Usage of Our Site

18.1 In addition to these Terms and Conditions, Our Acceptable Usage Policy, available at <<insert link>>, governs the use of Our Site.

18.2 You may only use Our Site for the following purposes:

- a) You must comply with any and all local, national, and international laws, regulations, and policies that apply;
- b) You must not use Our Site for any purpose, that is unlawful or fraudulent;
- c) You must not use Our Site to knowingly send, upload, or in any other way transmit any virus or other malware or any other content that is likely to adversely affect computer hardware, software, or data.

18.3 If you fail to comply with this Part 18 and/or Our Acceptable Usage Policy, you will be in breach of these Terms and Conditions. We may take one or more of the following actions in response:

A

M

P

L

E

S

a) Suspend or restrict your access to Our Site;

b) Issue you with a claim;

c) Take legal proceedings against you for reimbursement of any and all costs and/or damages, including reasonable legal costs, resulting from your breach;

d) Take further action against you as appropriate;

e) Disclose such information to enforcement authorities as required or permitted by law and/or

f) Any other action that We consider reasonably appropriate (and lawful).

18.4 We hereby exclude liability for any loss or damage (including, but not limited to, consequential loss or damage) arising out of any actions that We may take (including, but not limited to, those set out above in Part 18.3) in response to your breach.

A

19. How We Use Your Personal Data

We will only use your personal data in accordance with our policy set out in Our Privacy Policy, available from <<insert link>> [and Our Terms and Conditions available from <<insert link>>].

20. Communications from Us

20.1 If We have your contact details, and you have an Account, We may send you important notices from time to time. Such notices may relate to changes to Our Site or to these Terms and Conditions, or to Our products or services.

20.2 We will not send you marketing emails without your express consent. If you do not give us your express consent at any time. All marketing emails from Us include an unsubscribe link. Unsubscribe options can also be changed at any time. [If you opt out of emails from Us, it may take up to 10 business days for your request to take effect and you may continue to receive emails from Us at that time.]

20.3 For questions or comments about our communications from Us, please contact us at <<insert email address>>.

M

P

21. Law and Jurisdiction

21.1 These Terms and Conditions shall govern the relationship between you and Us, regardless of the country in which you are located. These Terms and Conditions shall be governed by, and construed in accordance with, English law.

21.2 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 your country reduces your legal rights, you may still have some rights under the law in your country.

21.3 If you are a consumer, any controversy, proceedings, or claim arising out of or in connection with these Terms and Conditions or to the enforcement of any contract (contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as the case may be.

21.4 If you are a business, any controversy, proceedings, or claim arising out of or in connection with these Terms and Conditions or to the enforcement of any contract (contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as the case may be.

L

E

subject to the exclusive jurisdiction of the courts of England and Wales.

S
A
M
P
L
E