

## 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 accept 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. For more information, see our Terms for Sellers or Terms for Bidders for more information.

## 1. Definitions and Interpretation

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

**"Account"**

**"Auction"**

**"Bidder"**

**"Content"**

**"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 a company registered in [insert country] under company number <<insert company number>>, whose registered address is [insert address] and whose main trading address is [insert address]].

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 accept 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. For more information, see our Terms for Sellers or Terms for Bidders for more information.

otherwise requires, the following meanings:

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

that takes place on Our Site;

ids on an item in an Auction;

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

offers an item for sale in an Auction;

displayed on Our Site, provided by [insert name];

responsible for Third Party Advertising displayed on Our Site; and

Site;

added to Our Site by a User; and

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

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

### 3. Access to Our Site

- 3.1 Access to Our Site
- 3.2 It is your responsibility to make the necessary arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site may be suspended or terminated on an "as available" basis. We may alter, suspend, or terminate any part of it) at any time and without notice. Subject to these Terms of Use, Our Terms for Bidders, and Our Terms for Sellers, we shall not be liable to you in any way if we suspend or terminate access to Our Site (or any part of it) at any time and for any period.

### 4. Accounts

- 4.1 Certain parts of Our Site (including but not limited to the ability to participate in Auctions) require you to create an Account in order to use them.
- 4.2 You may not create an Account if you are under <<insert age>> years of age. [If you are under <<insert age>> years of age but over <<insert age>> years of age, your parent(s) must create the Account for you and you must only use the Account with their permission.]
- 4.3 When creating an Account, the information you provide must be accurate and complete. If any of the information changes at a later date, it is your responsibility to ensure that the information is kept up-to-date.
- 4.4 We [require] OR [recommend] that you choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers, and special characters ">>".
- 4.5 It is your responsibility to keep your Account safe. [You must not share your password with anyone.]
- 4.6 If you believe your Account has been compromised without your permission, please contact Us immediately at <<insert contact details>>. We will not be liable for any unauthorised use of your Account.
- 4.7 You must not use the Account of the User to whom the Account is assigned without the express permission of Us.
- 4.8 All personal information collected from your Account will be collected, used, and stored in accordance with our obligations under the law, as set out in Clause 15.
- 4.9 If you wish to [suspend or delete] your Account, subject to the provisions of Our Terms for Bidders, you may do so at any time by <<insert link to relevant page(s)>>. If you delete your Account, we will remove your information from Our systems [and delete your Content from Our Site (where applicable)]. [If you delete your Account, nothing will be deleted, but you will no longer be able to access any areas of Our Site requiring an Account]. [If you delete your Account, we will not be liable for any loss of access to any areas of Our Site requiring an Account]. [For a more detailed description of what will happen to a user's information when they delete their Account, see <<insert link to relevant page(s)>>.]

## 5. Intellectual Property Rights

- 5.1 With the exception of the rights in that Content, unless specifically labelled otherwise, all Content, including trademarks and international treaties.
- 5.2 Subject to sub-Clause 5.3, you may not reproduce, copy, distribute, sell, rent, or in any other manner re-use Content (including User Content) unless given express written permission to do so by Us.
- 5.3 You may:
- 5.3.1 access, view or download Content using any web browser (including, but not limited to, internet Explorer, Google Chrome, Mozilla Firefox, Safari, Opera, and any other web browser);
  - 5.3.2 download Content for caching;
  - 5.3.3 print [one copy of] Content from Our Site;
  - 5.3.4 download Content from Our Site; and
  - 5.3.5 save pages from Our Site for on-line and/or offline viewing.
- 5.4 The owner and author of Content (including User Content) must always be acknowledged with appropriate credit.
- 5.5 You may not use Content (including User Content) printed, saved, or downloaded from Our Site for any other purposes without first obtaining a licence from Us (or the relevant User, as appropriate) to do so. This does not preclude the use of Content for personal, viewing, and use of Our Site for general purposes within the home or for consumers.
- 5.6 [Nothing in these Terms overrides the fair dealing provisions of Chapter III of the Copyright, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Material' which includes, in particular the making of temporary copies; research and private study; criticism, review, quotation and news reporting; caricature, pastiche and the incidental inclusion of copyright material.]

## 6. User Content

- 6.1 User Content on Our Site (including but not limited to) <<insert types of content that users can submit>> shall be the property of Us.
- 6.2 You agree that you are responsible for your User Content. Specifically, you warrant that you have the right to submit the User Content and that it complies with Our Acceptable Usage Policy.
- 6.3 You agree that you will, to the fullest extent permissible by law, indemnify Us against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from or as a result of such breach of this Clause 6.2. You will not be liable for indirect, consequential, or punitive damages.
- 6.4 You (or the licensor of the Content) shall retain the ownership of the intellectual property rights in the Content you submit to Our Site and all the rights in and to the Content. By submitting User Content to Our Site, you grant Us a non-exclusive, unconditional, non-exclusive, fully transferable, royalty-free, and irrevocable licence to use, store, archive,

- syndicate, publish, reproduce, distribute, prepare derivative works from, or otherwise use or 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. We will use reasonable efforts to remove the User Content. [Removing User Content also revokes the licence granted to you under sub-Clause 6.4.] Please note that User Content may not be made unavailable in all jurisdictions where they are outside of Our Site.
- 6.6 We may reject, reclaim, or remove User Content from Our Site where it violates Our Acceptable Use Policy. If We receive a complaint from a third party about it and the complaint is substantiated, it could be removed in response to that complaint. If any of your User Content is removed, you will be informed of the removal and the reason for it by email or by writing.
- 7. Links to Our Site**
- 7.1 You may link to Our Site.
- 7.1.1 you do so in a way that does not suggest any form of association, endorsement, or affiliation with Us where none exists;
- 7.1.2 you do not use Our name or logo or trade marks displayed on Our Site in a way that suggests an affiliation with Us;
- 7.1.3 you do not use Our name or logo or trade marks displayed on Our Site in a way that is intended to damage Our reputation or to take unfair advantage of Our reputation;
- 7.1.4 you do not use Our name or logo or trade marks displayed on Our Site in a way that is intended to damage Our reputation or to take unfair advantage of Our reputation.
- 7.2 [You may link to any page on Our Site other than the homepage (known as “deep linking”). Please contact Us at <<insert contact details>> for further information.]
- 7.3 [Framing or embedding content from Our Site 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 where that site’s main content (i.e. the site’s primary content, not comments or similar from other users) contains any of the following:
- 7.4.1 [is sexually explicit or obscene;
- 7.4.2 is obscene, vulgar, hateful, or otherwise inflammatory;
- 7.4.3 promotes violence or illegal activity;
- 7.4.4 promotes discrimination on the basis of race; gender; religion; nationality; sexual orientation; or disability; or
- 7.4.5 is discriminatory on the basis of race; gender; religion; nationality; sexual orientation; or disability; or
- 7.4.6 is intended to threaten, harass, annoy, alarm, or otherwise harm another person;
- 7.4.7 is calculated to deceive another person;
- 7.4.8 is intended to infringe (or to threaten to infringe) the intellectual property rights of another person.

- 7.4.9 misleading identity or to deceive provided the sub-Clause
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- 7.4.11 infringes, or rights (incl and databa
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## 8. Links to Other Sites

Links to other sites may be are not under Our control. the content of third party si information only and does those in control of them.

## 9. [Third Party Advertising

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- 9.3 We are not respons business name>> Third Party Advertis Advertising]. We wi Site including, but n

## 10. Disclaimers and Legal Ri

- 10.1 Nothing on Our Site and other materials only. [Professional any action on the ba
- 10.2 Insofar as is perm guarantee that Our rights of third partie or that it will be se care and skill, any digital content belo certain legal remed as a consumer, ple Standards Office.
- 10.3 We make reasona complete, accurate representations, wa the Content is comp
- 10.4 We are not respons for any opinions, vi opinions, views, or Our opinions, views

on or otherwise misrepresents the person in a way that is calculated e not included in this definition any of the other provisions of this

s where none exists;

ment of, the intellectual property , copyright, trade marks, patents, arty; or

owed to a third party including, but l duties of confidence.

Unless expressly stated, these sites accept responsibility or liability for k to another site on Our Site is for ment of the sites themselves or of

Our Site.

remove or hide any Third Party r method.

Advertising on Our Site. [<<insert hird Party Advertising] OR [Each e content of their own Third Party any Third Party Advertising on Our inaccuracies, or omissions.]

which you should rely. Information d for general information purposes ld always be sought before taking ovided on Our Site.]

e no representation, warranty, or ements, that it will not infringe the le with all software and hardware, Our failure to exercise reasonable Site damages your device or other (consumer) you may be entitled to ncerning your rights and remedies itizens Advice Bureau or Trading

that Our Content on Our Site is e do not, however, make any (whether express or implied) that late.

accuracy of any User Content, nor d in any User Content. Any such relevant User and do not reflect

## 11. Our Liability

- 11.1 Please note that the Bidders <<insert link>> are subject to Our Terms for <<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, any (to use) Our Site, or the content of, (including 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 (including User Content) included on Our Site.
- 11.4 If you are a business user of Our Site in the course of business and/or for commercial purposes, We accept no liability for loss of profits, sales, business, or revenue, or for loss of 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. We accept no liability for any loss or damage resulting from a distributed denial of service attack, a virus or other malware, a harmful material or event that may adversely affect your use of Our Site, or other material that occurs on or through Our Site.
- 11.6 We neither assume nor accept 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, natural disasters, 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 liability that cannot be excluded or restricted by law. For more information on your legal rights, please contact your local Citizens Advice Bureau or the Citizens' Standards Office.

## 12. Viruses, Malware, and Security

- 12.1 We exercise all reasonable measures to ensure that Our Site is secure and free from viruses and other malware, but not limited to, the scanning of all User Content (including User Content uploaded). [We do not accept liability for viruses or other malware as detailed in sub-Clause 10.2.]
- 12.2 You are responsible for protecting your hardware, software, data, and other information from internet security risks.
- 12.3 You must not deliberately upload or distribute any harmful material which is malware or other malware, or any other material 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  
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### 13. Acceptable Usage Policy

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another person;

deceive;

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otherwise uses their personal data  
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to a third party including, but not  
ties of confidence.

- 13.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach Clause 13 or any of the other provisions of these Terms. The actions We may take include, but are not limited to:
- 13.3.1 removing your access to Our Site;
  - 13.3.2 issuing you a cease and desist letter;
  - 13.3.3 legal proceedings for reimbursement of any and all relevant costs, including reasonable attorneys' fees, on an indemnity basis;
  - 13.3.4 further legal action as We may deem appropriate;
  - 13.3.5 disclosing such information to law enforcement authorities as required by applicable law; and/or
  - 13.3.6 any other action that We may deem reasonably necessary, appropriate, and lawful.
- 13.4 We hereby exclude ourselves from any and all liability arising out of any actions that We may take in response to the foregoing of Use.
- 14. Privacy and Cookies**
- Use of Our Site is also governed by Our Privacy Policy and Cookie Policy, available at <<insert link to Privacy Policy>> and <<insert link to Cookie Policy>>.
- 15. How We Use Your Personal Information (Data Protection)**
- 15.1 All personal information that We collect, process, and hold in accordance with applicable law, including the EU Regulation 2016/679 General Data Protection Regulation (GDPR), will be collected, processed, and held in accordance with applicable law, including the EU Regulation 2016/679 General Data Protection Regulation (GDPR).
- 15.2 For complete details regarding the processing, storage, and retention of your personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of your rights and how to exercise them, and how to opt-out, please refer to Our Privacy Policy <<insert link to Privacy Policy>> [and Cookie Policy <<insert link to Cookie Policy>>].
- 16. Communications from Us**
- 16.1 If We have your contact information, We may contact you and you important notices by email. Such notices will only be sent in connection with matters including, but not limited to, service changes; changes to Our Terms of Use; Our Terms for Sellers, Terms for Bidders, Terms for Buyers, Terms for Affiliate Program, Cookie Policy; and changes to your Account.
- 16.2 We will never send you promotional or 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 may be contacted by Us up to <<insert period>> for Us to confirm your opt-out. If you do not opt out, you may continue to receive promotional or marketing 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 and Conditions. Any changes will be highlighted on this page and We will email you with details of the changes. The changes will become binding on you upon your first use of the Service after the changes have been made. You are therefore advised to check this page 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 (whether contractual or otherwise) 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 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 the case may be.

19.4 If you are a business, 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].

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