

## BACKGROUND:

These Terms of Use, together with the 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. These Terms of Use do not apply to Our Platform or to User Sites. Please refer to the following for more information.

## 1. Definitions and Interpretation

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

**"Account"**

**"Content"**

**["Third Party Advertising"]**

**["Third Party Advertiser"]**

**"Platform"**

**"User"**

**"User Content"**

**"User Site"**

**"We/Us/Our"**

## 2. Information About Us

2.1 Our Site is [owned and operated by <<insert company name>>, a limited company registered 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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otherwise requires, the following definitions shall apply:

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

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

displayed on Our Site, provided by

responsible for Third Party Advertising [insert details];

builder platform, provided on Our Site for the editing, and hosting of User Sites;

Our Site;

submitted by a User;

created by a User using Our Site, which may contain User Content and be

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

- 2.2 [Our VAT number is >>.]
- 2.3 [We are regulated by >> regulator(s)>>.]
- 2.4 [We are a member of >> association(s) etc.>>.]
- 2.5 [<<insert further info>>.]

### 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 interrupted (in an “as available” basis. We may alter, suspend, or modify any part of it) at any time and without notice. We will not be liable in any way if Our Site (or any part of it) is unavailable at >> od.

### 4. Accounts

- 4.1 Certain parts of Our Site (e.g. User Sites) require an Account in order to be accessed.
- 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 for the purpose of >> sion.]
- 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 >> e.g. "a combination of lowercase and uppercase letters, numbers and symbols">>.
- 4.5 It is your responsibility to keep your Account safe. [You must not share your Account details with anyone.]
- 4.6 If you believe your Account has been compromised without your permission, please contact Us immediately at >> 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 has been 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, you may do so at any time by <<insert brief description of how to delete your Account>>. If you delete your Account, we will remove your information from Our systems and will remove access to your User Site(s) from Our Site and your account will also remove access to >> for access. [<<Insert a more detailed description of how to delete your user's data and/or content>>.]

### 5. Intellectual Property Rights

- 5.1 With the exception of >> including but not limited to that

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incorporated into Us and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise or has been licensed by Us. All Content, including User Content, is governed by applicable United Kingdom and international intellectual property laws and treaties.

included on Our Site and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise or has been licensed by Us. All Content, including User Content, is governed by applicable United Kingdom and international intellectual property laws and treaties.

5.2 Subject to sub-Clause 5.3, you may not reproduce, copy, distribute, sell, rent, lease, loan, or in any other manner re-use Content (including User Content) without our express written permission to do so.

you may not reproduce, copy, distribute, sell, rent, lease, loan, or in any other manner re-use Content (including User Content) without our express written permission to do so.

5.3 You may:

5.3.1 access, view, or download Content (including User Content) using any web browser (including, but not limited to, Internet Explorer, Google Chrome, and Mozilla Firefox);

any web browser (including, but not limited to, Internet Explorer, Google Chrome, and Mozilla Firefox);

5.3.2 download Content (including User Content) for caching;

for caching;

5.3.3 print [one copy of] Content (including User Content) on Our Site;

Our Site;

5.3.4 download Content (including User Content) from Our Site; and

Our Site; and

5.3.5 save pages from Our Site for offline viewing.

and/or offline viewing.

5.4 The owner and author of Content (including User Content) must always be acknowledged with appropriate attribution.

including User Content) must always be acknowledged with appropriate attribution.

5.5 You may not use Content (including User Content) printed, saved, or downloaded from Our Site for any 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 general purposes within the scope of the fair dealing provisions of the Copyright, Designs and Patents Act 1988 'Acts Permitted in Particular the making of temporary copies; research and analysis for non-commercial purposes; criticism, review, quotation and news reporting; caricature, pastiche and the incidental inclusion of copyright material.].

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5.6 [Nothing in these Terms and Conditions shall be construed as limiting the fair dealing provisions of Chapter III of the Copyright, Designs and Patents Act 1988 'Acts Permitted in Particular the making of temporary copies; research and analysis for non-commercial purposes; criticism, review, quotation and news reporting; caricature, pastiche and the incidental inclusion of copyright material.].

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## 6. User Content

6.1 User Content on Our Site and Platform (not limited to) content that users do not submit to Our Site and Platform.

not limited to) <<insert types of content that users do not submit to Our Site and Platform.

6.2 You agree that you are responsible for your User Content. Specifically, you agree to warrant that you have the right to submit the User Content and that it complies with Our Acceptable Usage Policy.

responsible for your User Content. Specifically, you agree to 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) that we may incur as a result of such breach.

will, to the fullest extent permissible by law, indemnify Us against all claims, damages, losses, and expenses (including reasonable attorneys' fees) that we may incur as a result of such breach.

6.4 You (or the licensor of the Content) shall retain the ownership of the Content and all the intellectual property rights in the Content. By submitting User Content, you grant Us a non-exclusive, non-transferable, royalty-free, irrevocable, and exclusive licence to use, store, archive, reproduce, distribute, prepare derivative works from, and otherwise make available the Content for the purpose of providing the service.

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	the purposes of c	ng] Our Site and Platform and
	providing Our servic	
6.5	If you wish to re	you may do so by following the
	instructions provide	We will use reasonable efforts to
	remove the User C	Content also revokes the licence
	granted to Us to us	der sub-Clause 6.4.] Please note
	that caching or refe	Content may not be made unavailable
	immediately (or ma	le at all where they are outside of
	Our reasonable con	
6.6	We may reject, re	User Content from Our Site or
	Platform where it v	Usage Policy, or if We receive a
	complaint from a th	termine that it should be removed
	in response to that	User Content is removed, you will
	be informed of the r	for the removal in writing.
<b>7.</b>	<b>Links to Our Site</b>	
7.1	You may link to Our	
7.1.1	you do so i	
7.1.2	you do not	suggests any form of association,
	endorseme	art where none exists;
7.1.3	you do not	de marks displayed on Our Site
	without Ou	ion; and
7.1.4	you do not	tended to damage Our reputation
	or to take u	
7.2	[You may link to a	<b>R</b> [You may not link to any page
	other than the home	ert URL>>. Linking to other pages
	(known as “deep l	press written permission. Please
	contact Us at <<ins	further information.]
7.3	[Framing or embed	er websites requires Our express
	written permission.	insert contact details>> for further
	information.]	
7.4	You may not link to	site where that site’s main content
	(i.e. the site’s prim	nt, not comments or similar from
	other users) contain	
7.4.1	[is sexually	
7.4.2	is obscene	ateful, or otherwise inflammatory;
7.4.3	promotes v	
7.4.4	promotes c	nlawful activity;
7.4.5	discriminat	way defamatory of, any person,
	group, or	ce; gender; religion; nationality;
	disability; s	
7.4.6	is intended	o threaten, harass, annoy, alarm,
	inconvenie	another person;
7.4.7	is calculate	deceive another person;
7.4.8	is intended	infringe (or to threaten to infringe)
	another pe	

- 7.4.9 misleading identity or to deceive provided the sub-Clause
- 7.4.10 implies any
- 7.4.11 infringes, or rights (incl and databa
- 7.4.12 is made in not limited

## 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

- 9.1 We may feature Thi
- 9.2 You agree that yo Advertising using H
- 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 Citizens 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 these Terms of Service apply only to your use of Our Site under these Terms of Service. Specific liability provisions apply to Our User Sites and Our Terms of Service. For more information, please refer to Our Terms of Service.
- 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 any 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 user, We accept no liability for loss of profits, sales, business, or revenue, or for any loss of anticipated or consequential loss or damage resulting from the use of Our Site in the course of business.
- 11.5 We use all reasonable measures to ensure that Our Site is free from viruses and other malware. However, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or any harmful material or event that may occur on Our Site, or any data, or other material that occurs on Our Site, or any 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, including, but not limited to, network failure, host equipment failure, network congestion, or other events, acts of war, or legal restrictions and censorship.
- 11.7 Nothing in these Terms of Service shall exclude or restrict Our liability for death or personal injury resulting from negligence, or any liability that cannot be excluded or restricted by law. For more information, please contact your local Citizens Advice Bureau.

## 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 but not limited to all User Content uploaded). [We do not accept any liability in respect of the same, 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 attack or participate in a distributed denial of service attack, a 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 the authorities by disclosing your identity to them. Your right to privacy will be immediately in the event of such a breach.
- 13. Acceptable Usage Policy**
- 13.1 You may only use Our Services that is lawful and that complies with the provisions of this clause:
- 13.1.1 you must comply with any and all local, national, or international laws, regulations, and policies;
  - 13.1.2 you must not use Our Services in any way, or for any purpose, that is unlawful or prohibited;
  - 13.1.3 you must not use Our Services to knowingly send, upload, or in any other way transmit any form of virus or other malware, or any other content that may adversely affect computer hardware, software, or networks;
  - 13.1.4 you must not use Our Services in any way, or for any purpose, that is intended to harm, harass, or defame any persons in any way.
- 13.2 When using Our Services, you must not communicate or otherwise do anything that:
- 13.2.1 is sexually explicit or obscene;
  - 13.2.2 is obscene, defamatory, hateful, or otherwise inflammatory;
  - 13.2.3 promotes violence or terrorism;
  - 13.2.4 promotes discrimination or unlawful activity;
  - 13.2.5 is defamatory of, or in any way defamatory of, any person, group, or organization; race; gender; religion; nationality; or sexual orientation;
  - 13.2.6 is intended to threaten, harass, annoy, alarm, or otherwise harm another person;
  - 13.2.7 is calculated to deceive;
  - 13.2.8 is intended to infringe (or threaten to infringe) the intellectual property rights of another person or otherwise uses their personal data in a way that is prohibited by applicable law;
  - 13.2.9 is misleading or otherwise misrepresents your identity or affiliation (obvious parody or impersonation within this definition provided that it does not violate any other provisions of this sub-Clause 13.2);
  - 13.2.10 implies any affiliation with us where none exists;
  - 13.2.11 infringes, or threatens to infringe, the intellectual property rights (including but not limited to, copyright, trade marks, patents, trademarks, and database rights) of any third party; or

- 13.2.12 is in breach of the applicable law, limited to, or
- 13.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach any of the provisions of these Terms of Use. The actions We may take include, but are not limited to:
- 13.3.1 removing you from Our Site(s) from Our Site(s);
  - 13.3.2 issuing you a cease and desist order;
  - 13.3.3 legal proceedings or reimbursement of any and all relevant costs incurred by Us; and
  - 13.3.4 further legal actions as 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 is reasonably necessary, appropriate, and lawful.
- 13.4 We hereby exclude liability for any damages arising out of any actions that We may take in response to a breach 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 will be collected, processed, and stored in accordance with the EU Regulation 2016/679 General Data Protection Regulation and your rights under the 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 using it, details of your rights and how to exercise them, and data sharing (where applicable), 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 include, but not limited to, service changes; changes to Our Terms of Use, Our Terms of Service, Our Privacy Policy, Cookie Policy, and your Account.
- 16.2 We will never send you marketing emails of any kind without your express permission. If you do not want to receive any and all marketing 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 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 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, you may not be able to rely on those provisions of the law in your country which would otherwise apply to you if you were not a consumer.

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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