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## “Account”

## “Content”

## “Contract”

## “Data Protection Legislation”

and until EU Regulation 2016/679  
 tion Regulation ("GDPR") is no  
 able in the UK, the GDPR and any  
 ting laws, regulations, and  
 n (as amended from time to time),  
 eequently 2) any legislation which

## “Platform”

the online facilities, tools, services, We provide through Our Site for and hosting of User Sites:

## “Subscription”

in to Our Site providing access to

## “Subscription Confirmation”

ance and confirmation of your  
cription:

### “Subscription ID”

number for your Subscription:

**“Third Party Service Provider”**

providing a service that is offered  
Platform:

**“User”**

Site:

## “User Content”

submitted by a User;

“User Site”

“We/Us/Our”

## 2. Information About Us

- 2.1 Our Site, <<insert business name>> [ <<insert company number>> address>> and whose VAT number is <<insert VAT number>>] owned and] operated by <<insert business name>> [ <<insert company number>> address is <<insert registered address>> and whose main trading address is <<insert address>>].
- 2.2 [We are regulated by <<insert regulator(s)>>].
- 2.3 [We are a member of <<insert association(s) etc.>>].
- 2.4 [<<insert further information>>].

## 3. Age Restrictions

Consumers may only use the User Sites if they are at least <<insert age>> years of age.

## 4. Access and Changes to Our Platform

- 4.1 Access to Our Platform requires a Subscription. Once a Subscription is available to you, and during the duration of that Subscription and any renewals.
- 4.2 We may from time to time make changes to Our Platform:
- 4.2.1 Minor changes to make underlying technical alterations, for example, to address a security issue. We will inform you by <<insert method, e.g. email>> of any such changes (including anything that you need to do), however the changes do not materially affect your use of Our Platform or your User Site(s);
- 4.2.2 Minor changes to reflect changes in the law or other regulatory requirements. We will inform you by <<insert method, e.g. email>> of any such changes (including, if applicable, anything that you need to do), however the changes are unlikely to materially affect your use of Our Platform or your User Site(s); and
- 4.2.3 As detailed in the Platform and service description, we may continue to] develop and improve Our Platform and service description, including making significant changes to it. You will be kept informed of all such changes.
- 4.3 We will always aim to keep Our Platform and your User Site(s) available at all times, however, We may need to

temporarily suspend Our Platform under sub-Clause 4.2. Unless otherwise stated, We will inform you in writing prior to suspending Our Platform for longer than <<insert period>>], We will add the corresponding time to your current Subscription period at no cost to you [, rounded up to the next whole month in each case]. [If We need to suspend Our Platform and/or Our User Site(s) for longer than <<insert period>> you have the right to cancel. Please refer to sub-Clause 15.4.5 for details.]

## 5. Subscriptions, Pricing and Billing

- 5.1 We make all reasonable efforts to ensure that the services available from Our Platform, including but not limited to, tools, and hosting for your User Site(s), are consistent with the descriptions provided and/or made available on Our Site. There may, however, be minor variations [due to <<insert period>>].
- 5.2 [Please note that Our Platform may contain errors or mistakes due to negligence or oversight. This disclaimer refers only to minor variations in Our services, not to major discrepancies.]
- 5.3 [Where appropriate, We may offer different types of Subscriptions on Our Platform. Please see the appropriate Subscription when prompted.]
- 5.4 We may from time to time change the price of any Subscription that you have purchased but will apply to any subsequent renewals of that Subscription. We will inform you of any change in price at least <<insert period>> before the change is due to take effect. If you do not agree to such a change, you may cancel the renewal of your Subscription.
- 5.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time they are displayed. Pricing information is reviewed and updated every <<insert period>>. Changes in price will not affect any Subscriptions that have been purchased [, but may affect renewals of Subscriptions].
- 5.6 All Subscription prices are shown in US Dollars. When your purchase is processed, we will ensure that you receive the correct pricing information. We will contact you in writing if we detect an error in your purchase to ask you how you wish to proceed. You may wish to proceed, or you may wish to cancel your purchase. If you do not respond within <<insert period>>, We will treat your purchase as cancelled and notify you accordingly in writing.
- 5.7 If We discover an error in the pricing of your Subscription after your order is processed, We will make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract. If you do wish to cancel the Contract, please refer to sub-Clause 15.4.3.
- 5.8 If the price of a Subscription changes between your order being placed and taking payment, you will be charged the price in effect at the time of placing your order.

ertain changes outlined under sub-Clause 4.2. Unless otherwise stated, We will inform you in writing prior to suspending Our Platform for longer than <<insert period>>], We will add the corresponding time to your current Subscription period at no cost to you [, rounded up to the next whole month in each case]. [If We need to suspend Our Platform and/or Our User Site(s) for longer than <<insert period>> you have the right to cancel. Please refer to sub-Clause 15.4.5 for details.]

that all descriptions of the services available from Our Platform, including but not limited to, tools, and hosting for your User Site(s), are consistent with the descriptions provided and/or made available on Our Site. There may, however, be minor variations [due to <<insert period>>].

not exclude Our responsibility for errors or mistakes due to negligence or oversight. This disclaimer refers only to minor variations in Our services, not to major discrepancies.]

select your required Subscription. Where appropriate, We may offer different types of Subscriptions on Our Platform. Please see the appropriate Subscription when prompted.]

s. Changes in price will not affect any Subscription that you have purchased but will apply to any subsequent renewals of that Subscription. We will inform you of any change in price at least <<insert period>> before the change is due to take effect. If you do not agree to such a change, you may cancel the renewal of your Subscription.

at all prices shown on Our Site are correct at the time they are displayed. Pricing information is reviewed and updated every <<insert period>>. Changes in price will not affect any Subscriptions that have been purchased [, but may affect renewals of Subscriptions].

when your purchase is processed. We will ensure that you receive the correct pricing information. We will contact you in writing if we detect an error in your purchase to ask you how you wish to proceed. You may wish to proceed, or you may wish to cancel your purchase. If you do not respond within <<insert period>>, We will treat your purchase as cancelled and notify you accordingly in writing.

scription of your Subscription after your order is processed, We will make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract. If you do wish to cancel the Contract, please refer to sub-Clause 15.4.3.

the ordered changes between your order being placed and taking payment, you will be charged the price in effect at the time of placing your order.

- 5.9 [All prices include VAT. Business pricing does not include VAT. We will notify you of any price changes between your order being placed and the time of delivery. The amount of VAT payable will be automatically adjusted.]

## 6. Subscriptions – How Confirmed

- 6.1 You will be guided through the purchase process when you make a purchase. Before you confirm your purchase, you will be given the opportunity to review your chosen options and any errors in your order. Please ensure that you check the details of your purchase.
- 6.2 No part of Our Subscription offer or any other material constitutes a contractual offer. By purchasing a Subscription, you are making Us a contract. We may, at Our sole discretion, accept or reject your Subscription Confirmation by email. Only once We have accepted your Subscription Confirmation will there be a legally binding contract between Us and you (“the Contract”).
- 6.3 Subscription Confirmation will include the following information:
- 6.3.1 Your Subscription details
  - 6.3.2 Confirmation of the main characteristics of the Subscription that Subscription
  - 6.3.3 Fully itemised list of the price, including any applicable taxes and other additional charges
  - 6.3.4 The duration of the Subscription (including the start date, and the expiry) **At the time of purchase**
  - 6.3.5 Confirmation of the terms and conditions of the Subscription made available to you and that, if you are a consumer, you will be able to change your mind and cancel the Contract;
  - 6.3.6 <<insert any other information required>>.
- 6.4 [We can also provide you with a copy of our Subscription Confirmation on request.]
- 6.5 In the unlikely event that We cannot fulfil your order for any reason, We will explain the reasons to you as soon as possible. If We cannot fulfil your order, any such sums will be refunded to you as soon as possible, and any such sums will be refunded to you as soon as possible, and within <<insert period>>.
- 6.6 Any refunds under this Contract will be made to you as soon as possible, and in any event within <<insert period>> of the day on which the event triggering the refund occurs.
- 6.7 Refunds under this Contract will be made to you using the same payment method that you used when you made the purchase [unless you specifically request that We make the refund using a different method].
- 6.8 Subject to the cancellation of your Subscription prior to the end or renewal date of your Subscription, your Subscription will take effect on the day on which the Subscription is renewed.]
- 6.9 By purchasing a Subscription, you are expressly requesting that you wish

access to Our Platform will be required to acknowledge your right to cancel during the trial period. We do not offer an automatic renewal. For details of cancellation, see clause 15.

to you immediately (and will be required to acknowledge your right to cancel during the trial period. We do not offer an automatic renewal. For details of cancellation, see clause 15.

## 7. Payment

7.1 Payment for Subscription will be made in advance. Your chosen payment method will be used to process your order and send you a Subscription Confirmation email. You will be shown a message on the screen when payment is successful.

made in advance. Your chosen payment method will be used to process your order and send you a Subscription Confirmation email. You will be shown a message on the screen when payment is successful.

7.2 We accept the following payment methods:

at:

7.2.1 <<Insert list of payment methods>>

7.3 If you do not make payment on time, We may suspend your access to Our Platform and remove you from your User Site(s). If you do not make payment within 14 days of Our reminder, We may cancel the Contract. Any outstanding amounts will remain due and payable.

s on time, We may suspend your access to Our Platform and remove you from your User Site(s). If you do not make payment within 14 days of Our reminder, We may cancel the Contract. Any outstanding amounts will remain due and payable.

7.4 If you believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let us know. You will not be entitled to a refund if your access to Our Platform is suspended.

an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let us know. You will not be entitled to a refund if your access to Our Platform is suspended.

## 8. Our Intellectual Property

8.1 We grant you a limited, non-exclusive, worldwide, non-transferable licence to use Our Platform and host User Sites for personal and business purposes, subject to these Terms of Service.

cable, worldwide, non-transferable licence to use Our Platform and host User Sites for personal and business purposes, subject to these Terms of Service.

8.2 Subject to the licence granted under sub-Clause 9.3, you retain the ownership of copyright and other intellectual property rights in your User Content (subject to any licence under which you created that User Content).

er sub-Clause 9.3, you retain the ownership of copyright and other intellectual property rights in your User Content (subject to any licence under which you created that User Content).

8.3 All other Content in Our Platform (including all user-facing material, software, and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, are owned by Us or have been licensed by Us. All Content is protected by United Kingdom and international intellectual property laws.

(including all user-facing material, software, and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, are owned by Us or have been licensed by Us. All Content is protected by United Kingdom and international intellectual property laws.

8.4 By accepting these Terms of Service, you hereby undertake:

ereby undertake:

8.4.1 Not to copy, modify, or otherwise use Our Platform or its content without Our prior written consent;

se attempt to acquire any part of Our Platform or its content without Our prior written consent;

8.4.2 Not to disclose, or otherwise reverse engineer Our Platform;

r otherwise reverse engineer Our Platform;

8.4.3 Not to allow, or otherwise enable, any third party to use Our Platform that would constitute a breach of these Terms of Service; and

Our Platform that would constitute a breach of these Terms of Service; and

8.4.4 Not to embed, or otherwise use, Our Platform on any website, or to use Our Platform on any website, or to use Our Platform on any website, or to use Our Platform on any website.

ute Our Platform on any website, or to use Our Platform on any website, or to use Our Platform on any website, or to use Our Platform on any website.

## 9. User Sites and User Content

- 9.1 You agree that you will be responsible for any and all User Content that you upload to Our Platform and all User Sites that you create. You will, to the fullest extent permissible by law, indemnify Us against all claims, damages, losses and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by Us as a result of such breach.
- 9.2 You agree that you will retain ownership of your User Content and User Site(s) and all rights subsisting therein (except to the extent that a third party may own content belonging to Us (including, but not limited to, third party content on Our Platform)). By creating or uploading User Content and/or User Site(s) to Our Platform, you grant Us an unconditional, non-exclusive, worldwide licence to use, store, reproduce, edit, reproduce, distribute, prepare derivative works from and sub-licence the same for the purposes of operating and providing Our services.
- 9.3 If you wish to remove any User Content and User Sites, you may do so by <<insert brief description>>. Your removal of User Content and User Sites also revokes the licence granted to Us under sub-Clause 9.3. You acknowledge, however, that the removal of your User Content and/or User Site(s) from Our Platform may be immediately unavailable (or may not be made available at all) as a result of Our reasonable control).
- 9.4 [We may reject, remove or delete any User Content and/or User Sites created or uploaded to Our Platform that, in Our sole opinion, such User Content or User Site(s) violate Our Usage Policy, or if We receive a complaint from a third party that the User Content or User Site(s) in question s result.]

## 10. Acceptable Usage Policy

- 10.1 You may only use Our Platform and User Sites for purposes that is lawful and that complies with the provisions of applicable law, including but not limited to:
- 10.1.1 You must comply fully with any and all applicable laws, regulations, rules and/or regulations;
- 10.1.2 You must not use Our Platform in any way, or for any purpose, that is unlawful or prohibited by applicable law;
- 10.1.3 You must not use Our Platform for your User Site(s) for unauthorised distribution of content referred to as "spam" or "junk mail";
- 10.1.4 You must not use Our Platform in any way, or for any purpose, that knowingly send, upload, or in any other way transmit any form of virus or other malware, or any content intended to adversely affect computer hardware, software or data in any kind; and
- 10.1.5 You must not use Our Platform in any way, or for any purpose, that is intended to harm or harass any persons in any way.

- 10.2 The following types of content are not permitted on Our Platform and you may not post, upload, share, or otherwise communicate, link to, or otherwise do anything that:
- 10.2.1 [is sexually explicit or obscene];
  - 10.2.2 is obscene, defamatory, hateful, or otherwise inflammatory;
  - 10.2.3 promotes violence or illegal activity;
  - 10.2.4 promotes or encourages unlawful activity;
  - 10.2.5 is defamatory of, any person, group or organization, including sex, religion, nationality, disability, sexual orientation, or gender identity;
  - 10.2.6 is intended to threaten, harass, annoy, alarm, or otherwise harm another person;
  - 10.2.7 is calculated to deceive;
  - 10.2.8 is intended to infringe (or threaten to infringe) or otherwise uses their personal data in a way that violates a right to;
  - 10.2.9 misleadingly impersonates a person or otherwise misrepresents your identity (obvious impersonations or misrepresentations are excluded within this definition provided that they do not violate any other provisions of this sub-Clause 10.2);
  - 10.2.10 implies an affiliation with a person or entity where none exists;
  - 10.2.11 infringes, or otherwise violates, the intellectual property rights (including trademarks, patents, copyright, trade secrets, and database rights) of a third party; or
  - 10.2.12 is in breach of a duty of confidentiality owed to a third party including, but not limited to, a duty of confidentiality.
- 10.3 We reserve the right to suspend, terminate, or remove your User Site(s), and the provisions of these Terms of Service. Specific actions that may result in more of the following actions:
- 10.3.1 Suspend, terminate, or remove your Account and/or your right to use the Platform (for more details regarding such actions see Clause 15.9);
  - 10.3.2 Remove a User Site(s) and/or User Site(s) (or any part thereof) without notice; and
  - 10.3.3 Issue you a cease and desist order; and
  - 10.3.4 Take legal action against you for reimbursement of any and all costs resulting from your breach;
  - 10.3.5 Take further action against you as appropriate;
  - 10.3.6 Disclose such information to law enforcement authorities as required by law; and/or
  - 10.3.7 Any other action that we deem reasonably appropriate (and lawful).
- 10.4 We hereby exclude liability for any damages resulting out of any actions (including,

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- 11.3 [Please note that We are not responsible for any damage of the fault(s) or data loss of service before you report the problem (for example, you use a feature and We have not released your device or other data for an unsuitable purpose) if the problem has resulted from the problem is the result of your own fault or misuse of the service.]

- 11.5 Refunds (whether for  
calendar days of the  
refund.

- regarding Our Platform or any other  
 <<insert email address>> or by  
 or contact page at <<insert link to

Js must be as described, fit for y. If digital content is faulty, you placement. If a fault cannot be ied within a reasonable time and p you, you may be entitled to a full Our failure to exercise reasonable f which Our Platform is comprised art of a User Site that is not Our other digital content belonging to r or compensation.

our rights and remedies as a  
Local Citizens Advice Bureau or

this Clause 11 if We informed you of any particular part of Our Platform or any issue that has now caused the release of an alpha or beta version of the Platform that may contain faults that could harm you, or if you are using Our Platform for an application not made known to Us and the Platform for that purpose; or if the damage is caused by your or our carelessness or careless damage.]

Please contact Us at <<insert contact information>> or visit our Site <<insert link>> to inform our customer services department of the

Clause 11 will be issued within 14  
agree that you are entitled to the

using the same payment method description [unless you specifically want a different method].



## 12. Disclaimers

- 12.1 No part of Our Platform or any accompanying documentation (whether provided in electronic or printed form) constitutes advice on which you should rely and is provided for general information purposes only. You should always be sought before taking any action relating to any matter.
- 12.2 Subject to your legal obligations as a consumer (as summarised above in Clause 11), insofar as we make any warranty, or guarantee, or representation, we warrant, represent, or guarantee that the relevant product will be fit for a particular purpose, that it will be of a certain quality, that it will be secure, that it will be free from defects, or that it will be as described.
- 12.3 We make reasonable efforts to ensure that the content contained within Our Platform is complete, accurate, and up-to-date. We do not, however, make any representation, warranty, or guarantee (whether express or implied) that the content is complete, accurate or up-to-date.
- 12.4 We are not responsible for any inaccuracies, or for any opinions, views, or values expressed on or through User Sites created, uploaded, or hosted using Our Platform. Any opinions, views, or values are those of the relevant User, and not of Us. We do not accept any responsibility for opinions, views, or values in any way.
- 12.5 The following services are provided by Third Party Service Providers:
- 12.5.1 <<Insert list of services and service providers>>.
- 12.6 We are not responsible for any services provided by Third Party Service Providers, nor for any damages or losses resulting from the use of such services in any way.
- 12.7 Your use of services provided by Third Party Service Providers shall be subject to the terms and conditions of those services. We will not be responsible for any damages or losses resulting from transactions in any way.

## 13. Our Liability

- 13.1 If you are a consumer, we will not be liable to you for any foreseeable loss or damage that is caused by the use of Our Platform or Our failure to provide the service with reasonable care and skill. Loss or damage will occur or was contemplated by you and Us when the transaction was formed.
- 13.2 If you are a business, we will not be liable to you for any foreseeable loss or damage that is caused by the use of Our Platform or Our failure to provide the service with reasonable care and skill. Loss or damage will occur or was contemplated by you and Us when the transaction was formed.
- 13.3 To the fullest extent permitted by law, We accept no liability to consumers or businesses for loss or damage that is not foreseeable.
- 13.4 To the fullest extent permitted by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the content (whether User Content or whether it is User Content) included in Our Platform or any accompanying documentation.

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- 13.5 If you are a business user, We will not be liable for loss of profits, sales, business revenue, or revenue; loss of data, goodwill or reputation; loss of anticipated savings or for any indirect or consequential loss or damage.
- 13.6 We exercise all reasonable efforts to ensure that Our Platform is free from viruses and other harmful material. In sub-Clause 11.2.1, 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 that may adversely affect you or your data or other material that occurs as a result of your use of Our Platform (including User Content) or the downloading of any Content from Our website or service that We may provide a link to.
- 13.7 We neither assume nor accept liability or liability arising out of any interruption or non-availability of Our Platform or any User Content or User Sites resulting from external factors, including but not limited to, ISP equipment failure, host equipment failure, telecommunications network failure, natural disasters, acts of war, terrorism, or government censorship.
- 13.8 Nothing in these Terms and Conditions shall limit or restrict Our liability in any situation where it is caused by our fraud or personal injury resulting from our negligence, or for which the applicable consumers' legal rights, including those relating to product liability, cannot be excluded or restricted by law. Please contact your local Citizens' Advice Bureau or Trading Standards for more information.

#### 14. Viruses, Malware and Security

- 14.1 We exercise all reasonable efforts to ensure that Our Platform is secure and free from viruses and malware. We do not scan any User Content or User Sites for viruses and malware as it is not feasible to do so. We accept no liability in respect of any loss or damage caused by viruses or malware as detailed in sub-Clause 13.6.
- 14.2 You are responsible for ensuring that your hardware, software, data and other information is protected from internet security risks.
- 14.3 You must not deliberately upload or distribute any material which is or may be legally harmful either to or via Our Platform, including but not limited to viruses or other malware, or any other information that is or may be legally harmful either to or via Our Platform.
- 14.4 You must not attempt to access or interfere with the access to any part of Our Platform, the server on which Our Platform is hosted, or any other server, computer, or network.
- 14.5 You must not attempt to launch or participate in a denial of service attack, a distributed denial of service attack, or any other means.
- 14.6 By breaching the provisions of clauses 14.3 to 14.5 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 with them. Your right to use Our Platform will be terminated immediately in the event of such a breach and you will be liable for any loss or damage to Our Account, User Content, and User Sites.

Site(s) will be suspended

## 15. Cancellation

- 15.1 Consumers (but not businesses or other entities in the European Union) have a legal right to a “cooling-off” period for distance sales contracts (including those formed online) for any reason. This period, if applicable, begins on the day the contract is formed and ends at the end of 14 calendar days after the day the contract is formed.
- 15.2 Please note, however, that this right does not apply to sub-Clause 6.9, because access to Our Platform is not a service, and the right to cancel a Subscription, the 14-day period does not apply.
- 15.3 [In lieu of the 14-day cancellation right to which you are entitled, We offer a limited short-term cancellation right to certain business customers] if you have purchased a Subscription and have allowed a Subscription to auto-renew when you do not wish to renew [or you do not wish to renew]. Please contact Us within the period of time set out in sub-Clause 6.9, because access to the Subscription at <<insert email address>> [or <<insert phone number>>] is available only if you have not cancelled the Subscription that you wish to cancel. If We cancel the Subscription, you will not be entitled to a refund of the Subscription fee for this provision.]]
- 15.4 You may cancel at any time, and you may be entitled to a refund of the Subscription fee provided:
- 15.4.1 We have suspended access to Our Platform or it is faulty (please refer to Clause 6.9); or
  - 15.4.2 We have made a material change to Our Platform or to these Terms; or
  - 15.4.3 We have made a material change in the price or description of your Subscription; or
  - 15.4.4 There is a material change in the price or description of Our Platform and/or your User Site(s) due to events outside of Our control; or
  - 15.4.5 [We have suspended, or are planning to suspend, access to Our Platform and/or your User Site(s) for a period greater than 30 days]; or
  - 15.4.6 We have failed to provide the Service or have in any way failed to comply with our obligations to you.
- 15.5 Subject to sub-Clause 15.4, Subscriptions cannot be cancelled. [(This is also subject to the right to cancel a Subscription set out in sub-Clause 15.3)]. Auto-renewing Subscriptions can be cancelled at any time, however (also subject to the right to cancel a Subscription set out in sub-Clause 15.3), no refunds can be provided and access to Our Platform, and your User Site(s) will remain available for the remainder of the Subscription period. Cancelling a Subscription only prevents it from being auto-renewed.
- 15.6 To cancel a Subscription, please inform us using one of the following methods:

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By telephone at <<insert telephone number>>; or

By email at <<insert email address>>; or

By post at <<insert address>> (including zip/postal code) providing either a letter or Our (insert link>>) providing your name, address, email address, telephone number and details of your Subscription.

Online using <<insert link>>.

In each case, you must provide your name, address, email address, telephone number and ID.

15.7 [We may ask you to provide details of your Subscription and may use any answers you provide to cancel your Subscription and may use any answers you provide to our Platform in the future, however please note that you are not obliged to provide any details if you do not wish to.]

15.8 Any and all refunds will be made no later than 14 calendar days after the date on which we receive your cancellation. Refunds will be made to your original payment method [unless you specifically request otherwise].

15.9 In certain limited circumstances, We may cancel your Subscription and/or close your Account. If We take such action, you will be notified by email and/or closure.

15.9.1 If your Account is cancelled because you have breached the Terms of Service, you will not be entitled to a refund. If your Subscription is cancelled for any other reason, you will be entitled to a refund of your Subscription fee. You must contact Us at <<insert email address>> to request a refund.

15.9.2 If your Account is cancelled for any other reason, you will be entitled to a refund of your Subscription fee in full. [OR [the refund will be calculated by dividing your Subscription fee by the total number of days of your Subscription (or, in the case of a recurring Subscription, until the end of the Subscription (or, in the case of a recurring Subscription, until the renewal date).] Any and all refunds will be made no later than 14 calendar days after the date on which the closure and/or cancellation becomes effective. Refunds will be made to your original payment method [unless you specifically request otherwise].

## 16. Contacting Us

16.1 If you wish to contact Us for any reason, you may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>> (including zip/postal code).

16.2 For matters relating to your Subscription, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>> (including zip/postal code).

16.3 For matters relating to your Account, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>> (including zip/postal code).

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or

; or

sending either a letter or Our (insert link>>) providing your name, address, email address, telephone number and details of your Subscription.

<<insert link>>.

ur name, address, email address, telephone number and ID.

cancel your Subscription and may use any answers you provide to our Platform in the future, however please note that you are not obliged to provide any details if you do not wish to.]

le no later than 14 calendar days after the date on which we receive your cancellation. Refunds will be made to your original payment method [unless you specifically request otherwise].

examples>>] We may cancel your Subscription and/or close your Account. If We take such action, you will be notified by email and/or closure.

r Subscription cancelled because you have breached the Terms of Service, you will not be entitled to a refund. If your Subscription is cancelled for any other reason, you will be entitled to a refund of your Subscription fee. You must contact Us at <<insert email address>> to request a refund.

your Subscription is cancelled for any other reason, you will be entitled to a refund of your Subscription fee in full. [OR [the refund will be calculated by dividing your Subscription fee by the total number of days of your Subscription (or, in the case of a recurring Subscription, until the end of the Subscription (or, in the case of a recurring Subscription, until the renewal date).] Any and all refunds will be made no later than 14 calendar days after the date on which the closure and/or cancellation becomes effective. Refunds will be made to your original payment method [unless you specifically request otherwise].

uestions or complaints, you may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>> (including zip/postal code).

subscription, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>> (including zip/postal code).

ase contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>> (including zip/postal code).

at <<insert address>> at Clauses above.

## 17. Complaints and Feedback

- 17.1 We always welcome feedback from our customers and, whilst We always use all reasonable endeavours to improve your experience as a customer of Ours is a positive outcome, we do want to hear from you if you have any cause for complaint.
- 17.2 All complaints are handled in accordance with Our complaints handling policy <<insert location>> and <<insert location>> respectively.
- 17.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
- 17.3.1 [In writing, to <<insert name and/or position>>, <<insert address>>];
- 17.3.2 [By email, at <<insert name and/or position>> at <<insert email address>>];
- 17.3.3 [Using Our <<insert contact form>> following the instructions included with the form;]
- 17.3.4 [By contacting <<insert telephone number>> [and <<insert fax number>> when prompted].]

## 18. Privacy and Cookies

The Use of Our Platform is governed by Our Privacy Policy and Cookie Policy, available from <<insert link to Privacy Policy>> and <<insert link to Cookie Policy>>.

## 19. How We Use Your Personal Data (Data Protection)

- 19.1 All personal information provided to Us will be collected, processed, and held in accordance with the EU Regulation 2016/679 General Data Protection Regulation (GDPR) and your rights under the GDPR.
- 19.2 For complete details of the processing, storage, and retention of 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 data sharing (where applicable), please refer to Our Privacy Policy <<insert link to Privacy Policy>> [and Cookie Policy <<insert link to Cookie Policy>>].

## 20. Data Protection and User Content

- 20.1 Both Users and Us are subject to the requirements of the Data Protection Legislation. With respect to the Data Protection Legislation, the User is the data controller and We are the data processor (as defined in the Data Protection Legislation).
- 20.2 You must ensure that you have obtained appropriate consents and notices in relation to the provision of personal data to Us for hosting on Our User Site(s) and any and all User Content, you have provided to Us for hosting.

- 20.3 Any and all persons (as a data processor) on your behalf (as a data processor) for the purpose of providing our Platform and hosting your User Service in accordance with the terms of a separate Data Processing Agreement between Us and you, as per the requirements of the Data Protection Act 1998.

## 21. Other Important Terms

- 21.1 We may transfer (assign) all or part of our obligations and rights under these Terms of Service (and under the Contract) to a third party (this may include a subsidiary of Us or a company in which we have an interest). If this occurs, you will be bound by these Terms of Service (and the obligations under these Terms of Service) to the third party who will remain bound by them.
- 21.2 [You may not transfer or assign all or part of our obligations and rights under these Terms of Service (and under the Contract) to a third party without Our express written permission. We may not permit such transfer or assignment for certain reasons>>.]
- 21.3 The Contract is between Us and you. It is not intended to benefit any other person or party. No person or party will be entitled to enforce any provision of the Contract.
- 21.4 If any of the provisions of these Terms of Service are found to be unlawful, invalid or otherwise unenforceable by a court or other authority, that/those provision(s) shall be severed from the remainder of these Terms of Service. The remainder of these Terms of Service shall be valid and enforceable.
- 21.5 No failure or delay by Us in exercising our rights under these Terms of Service means that we will waive any right, and no waiver by Us of a provision of these Terms of Service means that We will waive any other provision.
- 21.6 We may revise these Terms of Service from time to time in response to changes in relevant law or technology requirements. If We change these Terms of Service, We will give you notice of the changes and provide details of how to cancel if you are not happy with the changes (see sub-Clause 15.4 above).

## 22. Law and Jurisdiction

- 22.1 These Terms and Conditions (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England, Wales, Scotland, or Northern Ireland.
- 22.2 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 22.1 above takes away or reduces your rights, you may still rely on those provisions.
- 22.3 If you are a consumer, any controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the Contract (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as applicable.
- 22.4 If you are a business, these Terms and Conditions shall apply to the relationship between you and Us.

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