

S

A

M

P

L

E

**BACKGROUND:**

These Terms of Use, together with any other documents referred to herein, set out the terms of use for accessing and using this website, <<insert website address>> ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. [You will be deemed to have accepted these Terms of Use if you use Our Site with and be bound by these Terms of Use] **AND/OR** [You will be deemed to have accepted 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 the sale of Paid Content. Please refer to our Terms of Sale for more information <<insert link to Terms of Sale>>.

These Terms of Use, together with any other documents referred to herein, set out the terms of use for accessing and using this website, <<insert website address>> ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. [You will be deemed to have accepted these Terms of Use if you use Our Site with and be bound by these Terms of Use] **AND/OR** [You will be deemed to have accepted 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 the sale of Paid Content. Please refer to our Terms of Sale for more information <<insert link to Terms of Sale>>.

**1. Definitions and Interpretation**

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

otherwise requires, the following meanings:

**"Account"**

an Account required for a User to access certain areas of Our Site, as detailed in section 2.2.

**"Content"**

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

**"Paid Content"**

any Content that is made available for sale via Our Site;

**"User"**

any User of Our Site;

**"User Content"**

any Content submitted to Our Site by Users that is not limited to, <<insert type(s) of content>> that a User may submit, e.g. product reviews, comments and feedback.

**"We/Us/Our"**

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

**2. Information About Us**

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

Our Site, <<insert website address>> is owned and operated by <<insert business name>> [a company registered in England under <<insert company number>> and whose registered address is <<insert registered address>>] and whose main trading address is <<insert trading address>> [Our VAT number is <<insert VAT number>>].

2.2 [We are regulated by <<insert regulator(s)>>].

[We are regulated by <<insert regulator(s)>>].

- 2.3 [We are a member of a trade association(s) etc.>>.]
- 2.4 [<<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 suspended on an "as available" basis. We may alter, suspend or close 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 for a certain period.
- 4. Accounts**
- 4.1 Certain parts of Our Site (e.g. to purchase Paid Content from Us) may require an Account.
- 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 and wish to use the parts of Our Site that require an Account, your parent or guardian should create the Account for you and you must use it with their supervision.]
- 4.3 When creating an Account, you must provide accurate and complete information. If any 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** [require] you to choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers and symbols" >>. It is your responsibility to keep your password confidential and not to share your Account with anyone else.] If you believe your Account has been used without your permission, please contact Us immediately using the email address >>. We will not be liable for any unauthorised use of your Account.
- 4.5 You must not use a User's Account without the express permission of the User to whom the Account belongs.
- 4.6 Any personal information provided in connection with an Account will be collected, used, and stored in accordance with our privacy policy and our obligations under the law, as set out in Clause 17.
- 4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the deletion of your Account information. Closing your Account will also remove all access to our Site requiring an Account for you. [Insert a statement of what will happen to a user's data >>.]
- 4.8 [If you close your Account, we will delete all User Content, e.g. reviews, comments etc.>>] **OR** [If you close your Account, we will anonymise all User Content, e.g. reviews, comments etc.>>] [anonymised by <<insert name>>] **OR** [removing your username and profile picture >>].]
- 5. Intellectual Property Rights**
- 5.1 With the exception of the Content included in clause 6), all Content included on Our Site and the content you create on Our Site, unless otherwise stated, is protected by intellectual property rights. All User Content (including User Content) is protected by applicable United Kingdom intellectual property laws and

S

A

M

P

L

E

treaties.

5.2 Subject to sub-Clause 5.1, you may not reproduce, copy, distribute, sell, rent, lease, loan, give, or otherwise make available from Our Site unless you have received our prior written permission to do so by Us.

5.3 You may:

5.3.1 Access, view, or use the Content on Our Site using a web browser (including any web browser plug-ins or add-ons) or other software or app;

5.3.2 Download and use the Content on Our Site if we have provided a link enabling you to do so;

5.3.3 Download or use the Content on Our Site for caching;

5.3.4 Print [one copy] of the Content on Our Site;

5.3.5 Download or use the Content on Our Site; and

5.3.6 Save pages of the Content on Our Site for on- and/or offline viewing.

5.4 Our status as the licensor of the Content on Our Site (or that of any other party) may be acknowledged.

5.5 You may not use any Content on Our Site for commercial purposes without our prior written licence from Us (or our licensors, as appropriate). This includes but is not limited to the normal access, viewing and use of the Content for business users or customers.

5.6 [Nothing in these Terms and Conditions 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 parody; and the incidental inclusion of copyright material.]

**6. User Content**

6.1 User Content on Our Site may include (but is not necessarily limited to) <<insert appropriate type(s) of content >>, e.g. product reviews, comments etc.>>.

6.2 An Account is required to submit User Content. Please refer to Clause 4 for more information.

6.3 You agree that you are responsible for your User Content. You warrant that you have the right to submit the User Content and that the User Content will comply with Our Acceptable Usage Policy.

6.4 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.

6.5 You (or your licensors) retain ownership of your User Content and all intellectual property rights therein. When you submit User Content you grant Us a non-exclusive, fully transferrable, exclusive licence to use, store, archive, reproduce, distribute, prepare derivative works from, and sub-licence your User Content for

S

the purposes of operating Our Site. In addition, you also grant Other Users the right to use and display User Content within Our Site.

6.6 If you wish to remove or modify User Content from Our Site, the User Content in question will be [redacted] by <<insert description, e.g. "removing your user content." Please note, however, that caching or references to your User Content may be made immediately unavailable (or may not be made immediately unavailable) where they are outside of Our reasonable control).

6.7 We may reject, reclassify, or remove User Content from Our Site where, in Our sole opinion, it is inconsistent with Our Usage Policy, or if We receive a complaint from a third party that the User Content in question should be removed.

**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 approval by Us where none exists;

7.1.2 you do not display Us or Our marks displayed on Our Site without Our express written permission;

7.1.3 you do not use Us or Our marks in a way that is calculated to damage Our reputation or to take unfair advantage of Us;

7.1.4 you do not display Us or Our marks in a way that is calculated to damage Our reputation or to take unfair advantage of Us.

7.2 [You may link to any page on Our Site.]

**OR**

7.2 [You may not link to any page on Our Site other than the homepage of Our Site, <<insert URL>>. Deep-linking to any page on Our Site requires Our express written permission. Please contact Us at <<insert email address>> for further information.]

7.3 [Framing or embedding Us on another website is not permitted without Our express written permission. Please contact Us at <<insert email address>> for further information.]

7.4 You may not link to any page on Our Site that contains material that is:

7.4.1 [is sexually explicit or obscene;

7.4.2 is obscene, defamatory, libelous, or otherwise inflammatory;

7.4.3 promotes violence or illegal activity;

7.4.4 promotes or advocates discrimination on the basis of race, gender, or lawful activity;

7.4.5 discriminates on the basis of race, gender, or any way defamatory of, any person, group or class of persons, or on the basis of race, religion, nationality, disability, sexual orientation, or age;

7.4.6 is intended to threaten, harass, annoy, alarm, or inconvenience another person;

7.4.7 is calculated to deceive another person;

7.4.8 is intended to infringe (or to threaten to infringe) any intellectual property rights of another person.

A

M

P

L

E

the purposes of operating Our Site. In addition, you also grant Other Users the right to use and display User Content within Our Site.

We may reject, reclassify, or remove User Content from Our Site where, in Our sole opinion, it is inconsistent with Our Usage Policy, or if We receive a complaint from a third party that the User Content in question should be removed.

you do so in a way that does not suggest any form of association, endorsement, or approval by Us where none exists;

you do not display Us or Our marks displayed on Our Site without Our express written permission;

you do not display Us or Our marks in a way that is calculated to damage Our reputation or to take unfair advantage of Us.

the homepage of Our Site, <<insert URL>>. Deep-linking to any page on Our Site requires Our express written permission. Please contact Us at <<insert email address>> for further information.]

our websites is not permitted without Our express written permission. Please contact Us at <<insert email address>> for further information.]

er site the main content of which contains material that is:

is obscene, defamatory, libelous, or otherwise inflammatory;

promotes or advocates discrimination on the basis of race, gender, or lawful activity;

discriminates on the basis of race, gender, or any way defamatory of, any person, group or class of persons, or on the basis of race, religion, nationality, disability, sexual orientation, or age;

is intended to threaten, harass, annoy, alarm, or inconvenience another person;

is calculated to deceive another person;

is intended to infringe (or to threaten to infringe) any intellectual property rights of another person.

S

7.4.9 misleadingly  
identity or af  
deceive (ob  
that they do  
Clause 7.4);

on or otherwise misrepresents the  
erson in a way that is calculated to  
ncluded in this definition provided  
the other provisions of this sub-

7.4.10 implies any f

where none exists;

7.4.11 infringes, or  
rights (inclu  
database rig

ment of, the intellectual property  
to, copyright, trade marks and  
r

7.4.12 is made in b  
not limited to

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

7.5 [The content restric  
to sites by other us  
with the provisions  
from posting links o  
another user may  
posting links on web  
content from users.]

do not apply to content submitted  
primary purpose of the site accords  
u are not, for example, prohibited  
l networking sites merely because  
u are, however, prohibited from  
encourage the submission of such

**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.

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

**9. Disclaimers**

9.1 Nothing on Our Site  
for general informa  
should always be s  
of information/activi  
information provide

which you should rely. It is provided  
Professional or specialist advice  
action [relating to <<describe type  
relates>>] OR [on the basis of any

9.2 Insofar as is perm  
guarantee that Our  
rights of third partie  
or that it will be se  
care and skill, any o  
digital content belo  
For more details co  
contact your local C

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  
entitled to certain legal remedies.  
remedies as a consumer, please  
Trading Standards Office.

9.3 We make reasona  
complete, accurate  
representations, wa  
the Content is cor  
exception does no  
through Our Site.  
<<insert link to Terr

that the Content on Our Site is  
e do not, however, make any  
(whether express or implied) that  
y-to-date. Please note that this  
concerning Paid Content for sale  
rms of Sale for more information

9.4 We are not respons  
or values expressed  
those of the relevan  
any way.

curacy, or for any opinions, views,  
uch opinions, views, or values are  
t Our opinions, views, or values in

M

P

L

E

S

A

M

P

L

E

**10. Our Liability**

- 10.1 The provisions of the Paid Content, which to Terms of Sale>> this Clause 10 may
- 10.2 To the fullest extent any loss or damage (including negligence or in connection with reliance upon any Content) included o
- 10.3 To the fullest extent warranties, and gu Our Site or any Cor
- 10.4 [Our Site is intend user, We accept no of business opport business interruption
- 10.5 We exercise all rea viruses and other n no liability for any l distributed denial of adversely affect you a result of your use it) or any other site
- 10.6 We neither assum disruption or non- including, but not l communications n restrictions and cen
- 10.7 Nothing in these T fraudulent misrep negligence, or for restricted by law. relating to digital co Trading Standards C

to the use of Our Site and not to by Our Terms of Sale <<insert link sions stated to apply to Content in t.

We accept no liability to any User for e or otherwise, in contract, tort y duty, or otherwise, arising out of to use) Our Site or the use of or Content, but not including Paid

We exclude all representations, ess or implied) that may apply to tent) included on Our Site.

use only.] If you are a business s, sales, business or revenue; loss ation; loss of anticipated savings; onsequential loss or damage.

o ensure that Our Site is free from ect to sub-Clause 9.2, We accept from a virus or other malware, a harmful material or event that may ata or other material that occurs as e downloading of any Content from

lity or liability arising out of any resulting from external causes nt failure, host equipment failure, events, acts of war, or legal

r restricts Our liability for fraud or r personal injury resulting from lity which cannot be excluded or mers' legal rights, including those ur local Citizens' Advice Bureau or

**11. Viruses, Malware and Sec**

- 11.1 We exercise all rea free from viruses an
- 11.2 You are responsibl material from viruse
- 11.3 You must not delib material which is ma
- 11.4 You must not attem server on which Ou connected to Our S
- 11.5 You must not atta

ensure that Our Site is secure and

rdware, software, data and other ternet security risks.

s or other malware, or any other y harmful either to or via Our Site.

access to any part of Our Site, the her server, computer, or database

of a denial of service attack, a

S

distributed denial of

or other means.

11.6 By breaching the  
committing a crimin  
all such breaches v  
and We will cooper  
them. Your right to  
breach.

ses 11.3 to 11.5, you may be  
Computer Misuse Act 1990. Any and  
relevant law enforcement authorities  
rities by disclosing your identity to  
immediately in the event of such a

**12. Acceptable Usage Policy**

A

12.1 You may only use  
the provisions of thi

at is lawful and that complies with

12.1.1 you must en  
international

y with any and all local, national or

12.1.2 you must n  
unlawful or f

way, or for any purpose, that is

12.1.3 you must n  
way transmi  
any other o  
software, or

ngly send, upload, or in any other  
form of virus or other malware, or  
rsefully affect computer hardware,

12.1.4 you must n  
intended to h

way, or for any purpose, that is  
ons in any way.

12.2 When submitting Us  
Site), you must not

icating in any other way using Our  
otherwise do anything that:

12.2.1 [is sexually e

12.2.2 is obscene, e

teful or otherwise inflammatory;

12.2.3 promotes vic

12.2.4 promotes or

lawful activity;

12.2.5 discriminates  
group or cla  
sexual orient

way defamatory of, any person,  
der, religion, nationality, disability,

12.2.6 is intended  
inconvenienc

threaten, harass, annoy, alarm,  
another person;

12.2.7 is calculated

deceive;

12.2.8 is intended  
another pers  
in a way tha

infringe (or threaten to infringe)  
otherwise uses their personal data  
to;

12.2.9 misleadingly  
identity or a  
parodies are  
fall within an

n or otherwise misrepresents your  
s calculated to deceive (obvious  
definition provided that they do not  
of this sub-Clause 12.2);

12.2.10implies any

where none exists;

12.2.11infringes, o  
rights (includ  
database rig

ment of, the intellectual property  
copyright, patents, trade marks and

12.2.12is in breach  
limited to, co

to a third party including, but not  
es of confidence.

M

P

L

E

S

12.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach Clause 12 or any of the other provisions of these Terms. Additionally, We may take one or more of the following actions:

12.3.1 suspend, temporarily or permanently, your Account and/or your access to Our Site;

12.3.1 suspend, temporarily or permanently, your Account and/or your right to access Our Site;

12.3.2 remove any content posted or submitted by you that violates this Agreement;

12.3.2 remove any content posted or submitted by you that violates this Agreement;

12.3.3 issue you with a warning;

12.3.3 issue you with a warning;

12.3.4 take legal proceedings for reimbursement of any and all costs, including reasonable attorneys' fees, resulting from your breach;

12.3.4 take legal proceedings for reimbursement of any and all relevant costs, including reasonable attorneys' fees, resulting from your breach;

12.3.5 take further action as appropriate;

12.3.5 take further action as appropriate;

12.3.6 disclose such information to law enforcement authorities as required or permitted by applicable law and/or

12.3.6 disclose such information to law enforcement authorities as required or permitted by applicable law and/or

12.3.7 any other action that We reasonably appropriate (and lawful).

12.3.7 any other action that We reasonably appropriate (and lawful).

12.4 We hereby exclude ourselves from any actions (including, but not limited to, those listed above) that We may take in response to breaches of these Terms.

12.4 We hereby exclude ourselves from any actions (including, but not limited to, those listed above) that We may take in response to breaches of these Terms.

**13. Privacy and Cookies**

Use of Our Site is also governed by our Privacy and Cookie Policies, available from <<insert link to Cookie Policy>> and <<insert link to Privacy Policy>>. These policies are incorporated into these Terms.

Use of Our Site is also governed by our Privacy and Cookie Policies, available from <<insert link to Cookie Policy>> and <<insert link to Privacy Policy>>. These policies are incorporated into these Terms.

**14. Changes to these Terms**

14.1 We may alter these Terms from time to time. Any such changes will be highly visible on Our Site and become binding on you when they have been implemented. We encourage you to check this page from time to time.

14.1 We may alter these Terms from time to time. [If We do so, details of the changes will be posted on this page.] Any such changes will become binding on you when they have been implemented. We encourage you to check this page from time to time.

14.2 In the event of any conflict between the current version of these Terms of Use and any previous version, the current and in effect shall prevail unless it is expressly stated otherwise.

14.2 In the event of any conflict between the current version of these Terms of Use and any previous version, the current and in effect shall prevail unless it is expressly stated otherwise.

**15. Contacting Us**

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

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

**16. Communications from Us**

16.1 If We have your contact information (for example, if you have an Account) We may contact you from time to time to provide you with notices by email. Such notices may relate to matters important to you, such as, to, service changes, changes to these Terms of Use, or changes to your Account.

16.1 If We have your contact information (for example, if you have an Account) We may contact you from time to time to provide you with notices by email. Such notices may relate to matters important to you, such as, to, service changes, changes to these Terms of Use, or changes to your Account.

16.2 We will never send you any marketing emails without your express consent. If you do consent, you may opt out at any time. Any and all marketing emails we send you will include an unsubscribe link. [Email marketing preferences can also be managed in the user interface location, e.g. your Account page <<insert link to preferences>>.] If you do not consent, we may take up to <<insert number of days>> days for Us to comply with your

16.2 We will never send you any marketing emails without your express consent. If you do consent, you may opt out at any time. Any and all marketing emails we send you will include an unsubscribe link. [Email marketing preferences can also be managed in the user interface location, e.g. your Account page <<insert link to preferences>>.] If you do not consent, we may take up to <<insert number of days>> days for Us to comply with your

A

M

P

L

E



S

request. During that

to receive emails from Us.

16.3 For questions or comments, please contact Us at <<insert link to email address>> or via <<insert link to contact page>>.

communications from Us (including, but not limited to, marketing communications). Us at <<insert email address>> or via <<insert link to contact page>> or via <<insert link to complaints page>>.

**17. Data Protection**

We will only use your personal data in accordance with Our Privacy Policy, available at <<insert link to Privacy Policy>>.

set out in Our Privacy Policy, available at <<insert link to Privacy Policy>> and Our Cookie Policy <<insert link to Cookie Policy>>.

**18. Law and Jurisdiction**

18.1 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].

relationship between you and Us shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].

18.2 If you are a consumer, these Terms and Conditions shall be subject to any mandatory provisions of the law in your country which may take away or reduce your rights.

in any mandatory provisions of the law in your country which may take away or reduce your rights. In Sub-Clause 18.1 above, the word "law" shall mean the law to which you may not rely on those provisions.

18.3 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 applicable.

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 applicable.

18.4 If you are a business, 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 [non] exclusive jurisdiction of [England & Wales] [Northern Ireland] [Scotland].

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] [Northern Ireland] [Scotland].

A

M

P

L

E