

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. These Terms of Use do not apply to the sale of Paid Content. Please refer to our Terms of Sale>>.

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. These Terms of Use do not apply to the sale of Paid Content. Please refer to our 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 is required for a User to access certain areas of Our Site, as detailed in our Account Policy.

"Content"

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

"Paid Content"

any Content made available for sale via Our Site;

"User"

any User of Our Site;

"User Content"

any Content submitted to Our Site by Users, whether or not it is permitted to, <<insert type(s) of content>> submit, e.g. product reviews, comments, etc.

"We/Us/Our"

<<insert business name>> [a company registered in England and under <<insert company number>>] 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>> [a company registered in England and under <<insert company number>>] 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 is owned and operated by <<insert business name>> [a company registered in England and under <<insert company number>>] whose registered address is <<insert registered address>> and whose main trading address is <<insert trading address>>] **OR** [of] <<insert address>>.

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

regulator(s)>>].

2.3 [We <<insert name(s) of association(s) etc.>>.]

2.4 [<<insert details as required>>.]

3. Access to Content

3.1 Access to Content is subject to a charge.

3.2 It is your responsibility to make any and all arrangements necessary in order to access the Content.

3.3 Access to Content is provided "as is" and on an "as available" basis. We may remove or alter Our Site (or any part of it) at any time and without notice. We are not liable to you in any way if Our Site (or any part of it) is unavailable for any period.

4. Accounts

4.1 Certain Content, including the ability to purchase Paid Content from Us) may be available only to users who create an Account in order to access them.

4.2 You must be at least <<insert age>> years of age. If you are <<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 only use the Account with their supervision.]

4.3 Where you provide information, the information you provide must be accurate and up to date. If the information changes at a later date, it is your responsibility to ensure that our Account is kept up to date.

4.4 We [request] that you choose a strong password for your Account. A strong password is, for example, a word or phrase, e.g. "a combination of lowercase letters, numbers, and symbols">>. It is your responsibility to keep your password secret. You must not share your Account with anyone. If your Account is being used without your permission, please contact us at <<insert email address>>. We will not be liable for any loss or damage to your Account.

4.5 You must not use another person's Account [without the express permission of that person].

4.6 Any personal information provided in your Account will be collected, used, and stored in accordance with our rights and Our obligations under the law, as set out in our Privacy Policy.

4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also result in the removal of any areas of Our Site requiring an Account for access. For a detailed description of what will happen to a user's data when they close their Account, see our Privacy Policy.

4.8 [If you wish to delete any <<insert User Content, e.g. reviews, comments, etc.>> created on Our Site, you may do so at any time. The <<insert User Content, e.g. reviews, comments, etc.>> created on Our Site will be [deleted] OR [removed]. For a detailed description, e.g. "removing your username and avatar", see our Privacy Policy.]

5. Intellectual Property

5.1 With the exception of Content (see Clause 6), all Content included on

Our Site and other intellectual property rights subsisting in that Content (including but not limited to any Content commercially labelled otherwise, belongs to or has been licensed to Us (including User Content) is protected by applicable laws (including but not limited to applicable national intellectual property laws and treaties.

5.2 Subject to Clause 5.3 [and 5.6] you may not reproduce, copy, distribute, publish, perform, display, or in any other manner re-use Content from Our Site without Our express written permission to do so by Us.

5.3 You may not:

- a) copy, reproduce, or otherwise use Our Site in a web browser (including any web browser plug-in or extension) or convert it into other types of software or app;
- b) use Our Site where We have provided a link enabling you to access it;
- c) use any part of it) for caching;
- d) copy or use any page(s) from Our Site;
- e) use any content on pages on Our Site; and
- f) use Our Site for later and/or offline viewing.

5.4 Our Site and the Content on Our Site (or that of any third party) must always be acknowledged.

5.5 You may not print, save, or download from Our Site for any purpose other than personal use without first obtaining a licence from Us (or our licensors) to do so. [This does not prohibit the normal access, use, or viewing of Content for general information purposes whether by individuals or businesses.]

5.6 [Nothing in this Clause limits or excludes the fair dealing provisions of the Copyright Designs and Patents Act 1988 'Acts Permitted in Particular Circumstances', covering in particular the making of temporary copies for the purpose of research; the making of copies for text and data mining; criticism, review, quotation and news reporting or pastiche; and the incidental inclusion of unauthorised material.]

6. User Content

6.1 User Content includes (but is not necessarily limited to) <<insert list of types of User Content that users can submit, e.g. product reviews, comments etc.>>

6.2 An Agreement to Submit User Content. You wish to submit User Content. Please refer to the Agreement to Submit User Content.

6.3 You warrant that you are solely responsible for your User Content. You warrant, represent, and warrant that you have the right to submit User Content and that all such User Content will comply with Our policies set out below in Clause 13.

6.4 You warrant that you are solely responsible for your User Content and will, to the fullest extent permissible by law, defend, indemnify and hold Us harmless from any breach of the warranties given by you under sub-Clause 6.3 and from any loss or damage suffered by Us as a result of your breach of these warranties.

6.5 You warrant (and you agree that we (or our licensors) retain ownership of your User Content

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8. Links to Our Site

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rights subsisting therein. When you submit User Content, you grant Us an unconditional, non-exclusive, fully transferrable, [assignable,] worldwide licence to use, store, archive, adapt, edit, reproduce, distribute, prepare derivative works, perform, and sub-licence your User Content for the purpose of promoting Our Site. In addition, you also grant Us the right to display and quote your User Content within Our Site.

If you remove User Content from Our Site, the User Content in question shall remain cached OR [anonymised by <<insert description, e.g. "redacted avatar">>]. Please note, however, that caching of User Content may not be made immediately unavailable at all where they are outside of Our reasonable control.

We may remove any User Content from Our Site where, in our sole discretion, it breaches Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed.

You shall not undertake, enable, permit, authorise, or facilitate any form of scraping or data mining on or with respect to any part of Our Site.

You shall not use any part of Our Site or any data, Content, or information for the purposes of developing or training AI models or systems.

Clause 7 covers all purposes for which such scraping is undertaken, including, but not limited to, the development or training of AI models or systems. This includes, but is not limited to, the use of:

a) any bot, spider, or other automated system, software, script, tool, or methodology used to access, obtain, or extract data, Content, or information included on Our Site;

b) any software, tool, or methodology designed to analyse digital text or data in order to extract information or to develop or train AI models or systems;

Subject to the above, the provisions of this clause shall apply to the fullest extent permissible by law.

You are reminded that:

a) you must link to Our Site in a legal manner;

b) you must not link to Our Site in a manner that suggests any form of association, endorsement, or approval on Our part where none exists;

c) you must not use Our logos or trade marks displayed on Our Site without Our prior written permission; and

d) you must not link to Our Site in any way that is calculated to damage Our reputation or the reputation of any of our licensors or content providers.

8.2 [You may not link to Our Site.]

OR

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

8.3 [Franklin & Associates, Inc. or Site on other websites is not permitted without Our express written permission. Please contact Us at <<insert email address>> for further information. [This does not prohibit the content displayed automatically generated by certain websites and applications, such as, but not limited to, social media.]]

8.4 You may not copy or reproduce from any other site the main content of which

a)

b) is defamatory, libelous, obscene, vulgar, abusive, profane, sexually offensive, hateful or otherwise inflammatory;

c)

d)

e)

f) involves any form of unlawful activity;

g)

h) is defamatory or is in any way defamatory of, any person, organization, company, or institution; or

i)

j) is defamatory or is in any way defamatory of, any person, organization, company, or institution; or

k)

l) is defamatory or is in any way defamatory of, any person, organization, company, or institution; or

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n) is defamatory or is in any way defamatory of, any person, organization, company, or institution; or

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p) is defamatory or is in any way defamatory of, any person, organization, company, or institution; or

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r) is defamatory or is in any way defamatory of, any person, organization, company, or institution; or

8.5 [The provisions of Sub-Clause 8.4 do not apply to content submitted to the Site if the primary purpose of the site accords with the primary purpose of the Site. You are not, for example, prohibited from posting content on purpose social networking sites merely because such content is defamatory. You are, however, prohibited from posting content which focus on or encourage the submission of such content.]

9. Links to Other Sites

Links to other sites are permitted on Our Site. Unless expressly stated, these sites

are not under
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er assume nor accept responsibility or liability for
inclusion of a link to another site on Our Site is for
any endorsement of the sites themselves or of

10. Disclaimers

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es advice on which you should rely. It is provided
poses only. [Professional or specialist advice
ore taking any action [relating to <<describe type
n the website relates>>] OR [on the basis of any
Site].]

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aw, We make no representation, warranty, or
meet your requirements, that it will not infringe the
will be compatible with all software and hardware,
s a result of Our failure to exercise reasonable
tent from Our Site damages your device or other
ou, you may be entitled to certain legal remedies.
your rights and remedies as a consumer, please
vice Bureau or Trading Standards Office.

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or guarantees (whether express or implied) that
ccurate, or up to date. Please note that this
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10.4 We a
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e content or accuracy, or for any opinions, views,
Content. Any such opinions, views, or values are
d do not reflect Our opinions, views, or values in

11. Our Liability

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11 apply only to the use of Our Site and not to
ed separately by Our Terms of Sale <<insert link
ns and exclusions stated to apply to Content in
to Paid Content.

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le by law, We accept no liability to any User for
er foreseeable or otherwise, in contract, tort
each of statutory duty, or otherwise, arising out of
of (or inability to use) Our Site or the use of or
including User Content, but not including Paid
Content.

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sible by law, We exclude all representations,
(whether express or implied) that may apply to
uding Paid Content) included on Our Site.

11.4 [Our
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commercial use only.] If you are a business user,
s of profits, sales, business or revenue; loss of
will or reputation; loss of anticipated savings;
ny indirect or consequential loss or damage.

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11.5 We exercise skill and care to ensure that Our Site is free from viruses, malware, and other harmful material. However, subject to sub-Clause 10.2, We accept no liability for damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect the use, software, data or other material that occurs as a result of our Site (including the downloading of any Content from our Site) or Our Site.

11.6 We accept responsibility or liability arising out of any disruption of Our Site resulting from external causes including but not limited to ISP equipment failure, host equipment failure, network failure, natural events, acts of war, or legal restrictions.

11.7 Nothing in this clause excludes or restricts Our liability for fraud or negligence, for death or personal injury resulting from negligence, or for forms of liability which cannot be excluded or restricted by law. We reserve the right to pursue all remedies available to us. Consumers' legal rights, including those relating to the Consumer Protection Act 1986, are not affected. Please contact your local Citizens' Advice Bureau or Trading Standards for more information.

12. Viruses, Malware, and Security

12.1 We exercise skill and care to ensure that Our Site is secure and free from viruses, malware, and other harmful material.

12.2 You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.

12.3 You must not introduce viruses or other malware, or any other technologically harmful either to or via Our Site.

12.4 You must not attempt to gain unauthorised access to any part of Our Site, the servers, or any other server, computer, or database connected to Our Site.

12.5 You must not attempt to disrupt Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.

12.6 By breaching any of sub-Clauses 12.3 to 12.5, you may be liable under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities, and you will be in breach of your agreement with those authorities by disclosing your identity to them. Your use of Our Site will cease immediately in the event of such a breach.

13. Acceptable Use

13.1 You must use Our Site in a manner that is lawful and that complies with applicable laws and regulations. Specifically:

- a) you comply fully with any and all local, national, and/or regulations;
- b) you do not use Our Site in any way, or for any purpose, that is prohibited by applicable laws and regulations;
- c) you do not use Our Site to knowingly send, upload, or in any other manner, any Content that contains any form of virus or other malware, or

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igned to adversely affect computer hardware,
y kind; and

- d) or Site in any way, or for any purpose, that is
person or persons in any way.

13.2 When (or communicating in any other way using Our
Site), communicate or otherwise do anything that:

- a)
- b) y offensive, hateful, or otherwise inflammatory;
- c)
- d) any form of unlawful activity;
- e) or is in any way defamatory of, any person,
ons, race, gender, religion, nationality, disability,
age;
- f) wise likely to threaten, harass, annoy, alarm,
or embarrass another person;
- g) wise likely to deceive;
- h) wise likely to infringe (or threaten to infringe)
to privacy or otherwise uses their personal data
ot have a right to;
- i) ates any person or otherwise misrepresents your
n a way that is calculated to deceive (obvious
led within this definition provided that they do not
her provisions of this sub-Clause 13.2);
- j) liation with Us where none exists;
- k) n the infringement of, the intellectual property
ot limited to, copyright, patents, trade marks, and
y other party; or
- l) gal duty owed to a third party including, but not
duties and duties of confidence.

13.3 We r
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end or terminate your access to Our Site if you
sions of this Clause 13 or any of the other
Use. Specifically, We may take one or more of

- a) ntemporarily or permanently, your Account and/or
ur Site;
- b) Content submitted by you that violates this
cy;
- c) n warning;
- d) s against you for reimbursement of any and all
demnity basis resulting from your breach;
- e) n against you as appropriate;
- f) ion to law enforcement authorities as required or
ly necessary; and/or
- g) n We deem reasonably appropriate (and lawful).

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13.4 We shall not be liable for all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to a breach of these Terms of Use.

14. Privacy and

Use of Our Site is governed by Our Privacy Policy, available from <<insert link to Privacy Policy>> and Our Cookie Policy, available from <<insert link to Cookie Policy>>]. [These policies are] incorporated into these Terms of Use by this reference.

15. Changes to

15.1 We reserve the right to change Our Terms of Use at any time. [If We do so, details of the changes will be posted at the top of this page.] Any such changes will become effective on the date of your first use of Our Site after the changes have been made. We therefore advise you to check this page from time to time.

15.2 In the event of any conflict between the current version of these Terms of Use and any previous version, the provisions current and in effect shall prevail unless otherwise stated.

16. Contacting

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

17. Communica

17.1 If We contact you (if, for example, you have an Account) We may send you important notices by email. Such notices may include, but are not limited to, service changes, changes to Our Terms of Sale, and changes to your Account.

17.2 We will not send you marketing emails of any kind without your express consent, you may opt out at any time. Any and all emails we send you will include an unsubscribe link. [Email marketing preferences are managed in <<insert location, e.g. your Account>>]. If you opt out of receiving emails from us at any time, it may take up to 7 (seven) business days for Us to comply with your request. You may continue to receive emails from Us.

17.3 For complaints about communications from Us (including, but not limited to, those set out above), please contact Us at <<insert email address>> or visit our complaints page at <<insert link to complaints page>>.

18. Data Protec

We will only use your personal data in accordance with the information as set out in Our Privacy Policy, available from <<insert link to Privacy Policy>> [and Cookie Policy <<insert link to Cookie Policy>>].

19. Law and Jurisdiction

- 19.1 These Terms and Conditions shall govern the relationship between you and Us (whether contractual or otherwise) and 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 will benefit from any mandatory provisions of the law in force in your country of residence. Nothing in Sub-Clause 19.1 above takes away or limits your rights as a consumer to rely on those provisions.
- 19.3 If you have any dispute, controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the performance or non-performance of Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 19.4 If you are not a consumer, disputes concerning these Terms and Conditions, or any matters arising therefrom or in connection with the performance or non-performance of contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland].

20. Attribution

These Terms and Conditions were created using a document template from www.simplydocs.co.uk