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**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] **AND/OR** [You will be deemed to have accepted these Terms of Use if you sign 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] **AND/OR** [You will be deemed to have accepted these Terms of Use if you sign 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:

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

**"Account"**

an Account created by a User on Our Site, which 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 of being stored on a computer that is accessible via a part of, Our Site;

**"Data Protection Legislation"**

the data protection legislation in force from time to time in the United Kingdom applicable to data processing including, but not limited to, the current and the proposed EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in England and Wales, Scotland, and Northern Ireland (and by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made under it); and the Privacy and Electronic Communications Regulations 2003 as amended;

**"Paid Content"**

any digital content made available for sale via Our Site;

**"User"**

any person who uses Our Site;

**"User Content"**

any digital content submitted to Our Site by Users, whether or not limited to, <<insert type(s) of content>> that Users submit, e.g. reviews, comments

“We/Us/Our”

## 2. Information About Us

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

- 3.1 Access to Our Site
- 3.2 It is your responsibility to make any necessary arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site may be interrupted or restricted (in whole or in part) on an “as available” basis. We may alter, suspend or restrict (in whole or in part) any part of it) at any time and without notice. We may do so in any way if Our Site (or any part of it) is unavailable for a period.

## 4. Accounts

- 4.1 Certain parts of Our Site (including Paid Content) may require an Account to purchase Paid Content from Us) may require an Account to access them.
- 4.2 You may not create an Account unless you are at least <<insert age>> years of age.
- 4.3 When creating an Account, you provide must be accurate and complete. If any details change at a later date, it is your responsibility to ensure they are kept up-to-date.
- 4.4 We [require] OR [recommend] that you choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers and symbols”>>. It is your responsibility to keep your password secure 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 <<insert email address>>. We will not be liable for any unauthorised use of your Account.
- 4.5 You must not use an Account without the express permission of the User to whom the Account is assigned.
- 4.6 Any personal information you provide in your Account will be collected, used, and stored in accordance with our obligations under the law, as set out in Clause 16.
- 4.7 If you wish to close your Account, you can do so at any time. Closing your Account will not affect your obligations under the law, as set out in Clause 16.

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Account will result in the loss of all information. Closing your Account will also remove all information from Our Site requiring an Account for access. [<<Insert a description of what will happen to a user's data>>.]

information. Closing your Account will also remove all information from Our Site requiring an Account for access. [<<Insert a description 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 [anonymised by <insert description of "removing your username and avatar">>].]

we will delete all User Content, e.g. reviews, comments etc.>>] OR [anonymised by <insert description of "removing your username and avatar">>].]

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5. Intellectual Property Rights

5.1 With the exception of Content that is the actual property rights subsisting in that Content, unless otherwise licensed by Us, all User Content is protected by applicable United Kingdom intellectual property laws and treaties.

all Content included on Our Site (or that of any other party) is protected by applicable United Kingdom intellectual property laws and treaties.

5.2 Subject to sub-Clause 5.3, you may not reproduce, copy, distribute, sell, rent, lease, or in any other manner re-use Content without our prior written permission to do so by Us.

you may not reproduce, copy, distribute, sell, rent, lease, or in any other manner re-use Content without our prior written permission to do so by Us.

5.3 You may:

5.3.1 Access, view and use Content on Our Site using a web browser (including any web browser plugins, cookies, or other software or app);

using a web browser (including any web browser plugins, cookies, or other software or app);

5.3.2 Download Content for caching;

for caching;

5.3.3 Print [one copy] of Content on Our Site;

Our Site;

5.3.4 Download Content for offline viewing.

Our Site; and

5.3.5 Save pages of Content for offline viewing.

and/or offline viewing.

5.4 Our status as the licensor or identified licensors, and any other rights, may be acknowledged.

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

5.5 You may not re-use Content for commercial purposes, for advertising, for promotional purposes, for sales, for business users or consumers, or for any other purpose without our prior written permission.

saved or downloaded from Our Site without our prior written permission. Obtaining a licence from Us (or Our licensors) does not prohibit the normal access, use, or distribution of Content by business users or consumers.

5.6 [Nothing in these Terms of Use shall prevent you from making copies; research and analysis for non-commercial purposes; reporting; caricature; or parody of copyright material.]

includes 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; reporting; caricature; and the incidental inclusion of copyright material.]

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6. User Content

6.1 User Content on Our Site (or that of any other party) is not necessarily limited to) <<insert description of content type(s) of content which you may post on Our Site, e.g. reviews, comments etc.>>.

not necessarily limited to) <<insert description of content type(s) of content which you may post on Our Site, e.g. reviews, comments etc.>>.

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

to post User Content. Please refer to Clause 4 for more information.

6.3 You agree that you are responsible for your User Content.

You are responsible for your User Content.

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Specifically, you agree to warrant that you have the right to submit the User Content and that the User Content will comply with Our Acceptable Usage Policy.

Specifically, you agree to 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 for all losses or damages, including reasonable attorneys' fees, incurred by Us as a result of such breach.

You will, to the fullest extent permissible by law, indemnify Us for all losses or damages, including reasonable attorneys' fees, incurred by Us as a result of such breach.

6.5 You (or your licensee) own the ownership of your User Content and all intellectual property therein. When you submit User Content you grant Us a non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable licence to use, store, archive, syndicate, publish, reproduce, distribute, prepare derivative works from, and sub-licence your User Content for the purposes of operating Our Site. In addition, you also grant Other Users the right to view and use User Content within Our Site.

You (or your licensee) own the ownership of your User Content and all intellectual property therein. When you submit User Content you grant Us a non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable licence to use, store, archive, syndicate, publish, reproduce, distribute, prepare derivative works from, and sub-licence your User Content for the purposes of operating Our Site. In addition, you also grant Other Users the right to view and use User Content within Our Site.

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

If you wish to remove User Content from Our Site, the User Content in question will be [insert description, e.g. "removing your user name or references to your user name (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 in violation of Our Acceptable Usage Policy, or if We receive a complaint from a third party that the User Content in question should be removed.

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

6.8 We are not responsible for the accuracy, or for any opinions, views, or values expressed in User Content, or for any damage or loss that may be suffered by you or any third party as a result of those of the relevant User Content in any way.

We are not responsible for the accuracy, or for any opinions, views, or values expressed in User Content, or for any damage or loss that may be suffered by you or any third party as a result of those of the relevant User Content in any way.

**7. Links to Our Site**

7.1 You may link to Our Site:

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;

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 logo or other marks displayed on Our Site without Our express written permission;

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

7.1.3 you do not use Us or Our logo or other marks displayed on Our Site without Our express written permission;

you do not use Us or Our logo or other marks displayed on Our Site without Our express written permission;

7.1.4 you do not do anything that is calculated to damage Our reputation or to take unfair advantage of Us.

you do not do anything 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]

[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.]

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

[Framing or embedding Us in other websites is not permitted without Our express written permission. Please contact Us at <<insert email address>> for further information.]

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- 7.4 You may not link to a site that contains material that:
  - 7.4.1 is sexually explicit;
  - 7.4.2 is obscene, defamatory or otherwise inflammatory;
  - 7.4.3 promotes violence;
  - 7.4.4 promotes or incites to any unlawful activity;
  - 7.4.5 discriminates on the basis of race, gender, group or class, age, religion, sexual orientation or disability;
  - 7.4.6 is intended to threaten, harass, annoy, alarm, inconvenience or otherwise offend 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 right of another person;
  - 7.4.9 misleadingly identifies or affirms the identity of a person or otherwise misrepresents the person in a way that is calculated to deceive (other than as permitted or included in this definition provided the other provisions of this sub-Clause 7.4);
  - 7.4.10 implies any affiliation with another person where none exists;
  - 7.4.11 infringes, or is likely to infringe, any intellectual property right (including, but not limited to, copyright, trade marks and database rights);
  - 7.4.12 is made in breach of any legal duties of confidence.
- 7.5 [The content restriction provisions do not apply to content submitted to sites by other users where the primary purpose of the site accords with the provisions of this clause. You are not, for example, prohibited from posting links on social networking sites merely because another user may do so. You are, however, prohibited from posting links on websites that encourage the submission of such content from users.]

**8. Links to Other Sites**

Links to other sites may be provided on Our Site. We do not accept responsibility or liability for the content of third party sites to which a link to another site on Our Site is for the benefit of the sites themselves or of those in control of them.

**9. Liability and Disclaimers**

9.1 Nothing on Our Site should be relied upon for information purposes. Personal or specialist advice should always be sought from a professional on the basis of any information which you should rely. It is provided that no liability or responsibility is accepted for any information or specialist advice should be sought from a professional on the basis of any information

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- provided on Our Site
- 9.2 Insofar as is permitted by law, we make no representation, warranty, or guarantee that Our Content will not infringe the intellectual property rights of third parties or that it will be secure against unauthorized access, use, or disclosure.
- 9.3 We make reasonable efforts to ensure that the Content on Our Site 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. Please note that this disclaimer concerning Paid Content for sale applies to the Terms of Sale for more information.
- 9.4 To the fullest extent permitted by law, we accept no liability to any User for any loss or damage, including consequential, special, or otherwise, in contract, tort, or otherwise, arising out of or in connection with the use of or reliance upon any Content (including negligence or in connection with the use of or reliance upon any Content) included on Our Site.
- 9.5 If you are a business user, we exclude all implied conditions, warranties, representations, or guarantees that may apply to Our Site or Content. We will not be liable for any loss of profits, sales, business or revenue; loss of anticipated savings or goodwill or reputation; loss of or for any indirect or consequential loss or damage.
- 9.6 If you are a consumer user only, however, we do not exclude certain implied conditions, warranties, representations, or guarantees that may apply to Our Site or Content. For more details on your rights, contact your local Citizens Advice Bureau or Trading Standards Office.
- 9.7 We neither assume nor warrant any liability or liability arising out of any interruption or non-delivery of Content, including, but not limited to, network communications network failure, host equipment failure, events, acts of war, or legal restrictions and censorship.
- 9.8 Nothing in these Terms restricts Our liability for fraud or fraudulent misrepresentation, negligence, or for personal injury which cannot be excluded or restricted by law.
- 9.9 The limitations of liability in this section apply only to the use of Our Site and not to the use of any other digital content which is governed separately by Our Terms of Sale <<insert link to Terms of Sale>>.

10. **Viruses, Malware and Security**

- 10.1 We exercise all reasonable efforts to ensure that Our Site is secure and free from viruses and other malicious software.
- 10.2 You are responsible for protecting your hardware, software, data and other digital content from internet security risks.
- 10.3 You must not deliberately introduce or distribute any viruses or other malware, or any other harmful material which is malicious or harmful either to or via Our Site.

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10.4 You must not attempt to gain 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.

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.

10.5 You must not attempt to launch or participate in a distributed denial of service attack, a denial of service attack, or any other means.

of a denial of service attack, a denial of service attack, or any other means.

10.6 By breaching the provisions of clauses 10.3 to 10.5, 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 We will cooperate with them. Your right to privacy is not affected by this breach.

clauses 10.3 to 10.5, 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 We will cooperate with them. Your right to privacy is not affected by this breach.

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11. **Acceptable Usage Policy**

11.1 You may only use Our Site for purposes that are lawful and that comply with the provisions of this clause:

that is lawful and that complies with the provisions of this clause:

11.1.1 you must not use Our Site in violation of any applicable laws, regulations, or international treaties.

any applicable laws, regulations, or international treaties.

11.1.2 you must not use Our Site for any purpose, or for any purpose, that is unlawful or fraudulent.

any purpose, or for any purpose, that is unlawful or fraudulent.

11.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit any virus, malware, or any other code that is designed to adversely affect computer hardware, software, or data.

knowingly send, upload, or in any other way transmit any virus, malware, or any other code that is designed to adversely affect computer hardware, software, or data.

11.1.4 you must not use Our Site for any purpose, or for any purpose, that is prohibited in any way.

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

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11.2 When submitting User Content (including comments on Our Site), you must not:

submitting User Content (including comments on Our Site), you must not:

11.2.1 is sexually explicit;

is sexually explicit;

11.2.2 is obscene, defamatory, or otherwise inflammatory;

is obscene, defamatory, or otherwise inflammatory;

11.2.3 promotes violence;

promotes violence;

11.2.4 promotes or incites illegal activity;

promotes or incites illegal activity;

11.2.5 discriminates on the basis of race, gender, group or class, age, religion, sexual orientation, or disability;

discriminates on the basis of race, gender, group or class, age, religion, sexual orientation, or disability;

11.2.6 is intended to cause physical harm, financial loss, or inconvenience to another person;

is intended to cause physical harm, financial loss, or inconvenience to another person;

11.2.7 is calculated to deceive;

is calculated to deceive;

11.2.8 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;

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;

11.2.9 misleadingly represents your identity or affiliation, or contains parodies or caricatures that fall within an applicable legal definition of defamation;

misleadingly represents your identity or affiliation, or contains parodies or caricatures that fall within an applicable legal definition of defamation;

11.2.10 implies any affiliation with a person or organization where none exists;

implies any affiliation with a person or organization where none exists;

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11.2.11 infringes, or  
rights (including  
database rights)

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

11.2.12 is in breach  
limited to, co

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

11.3 We reserve the right  
materially breach  
provisions of these  
the following actions

te your access to Our Site if you  
Clause 11 or any of the other  
ally, We may take one or more of

11.3.1 suspend, with  
your right to

permanently, your Account and/or

11.3.2 remove any  
Acceptable U

tted by you that violates this

11.3.3 issue you with

for reimbursement of any and all  
resulting from your breach;

11.3.4 take legal p  
relevant cos

as appropriate;

11.3.5 take further

enforcement authorities as required or  
and/or

11.3.6 disclose such  
as We deem

reasonably appropriate (and lawful).

11.3.7 any other ac

11.4 We hereby exclude  
but not limited to  
breaches of these T

sing out of any actions (including,  
that We may take in response to

12. **Privacy and Cookies**

Use of Our Site is also gov  
<<insert link to Cookie Poli  
are incorporated into these

nd Privacy Policies, available from  
<<Privacy Policy>>. These policies  
erence.

13. **Changes to these Terms**

13.1 We may alter these  
changes will be hig  
become binding on  
been implemented.  
time.

ime. [If We do so, details of the  
is page.] Any such changes will  
of Our Site after the changes have  
ed to check this page from time to

13.2 In the event of any  
and any previous v  
unless it is expressl

ent version of these Terms of Use  
current and in effect shall prevail

14. **Contacting Us**

To contact Us, please em  
methods provided on Our d

il address>> or using any of the  
link to contact page>>.

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15. **Communications from Us**

15.1 If We have your contact details (for example, 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 in connection with your use of these Terms of Use, including, but not limited to, service changes, changes to these Terms of Use or changes to your Account.

15.2 We will never send you any marketing emails of any kind without your express consent. If you do not consent, you may opt out at any time. Any and all marketing emails sent to you will include an unsubscribe link. [Email marketing preferences can also be set in your Account settings. For more information, see our preferences page.] If you do not consent, we will not take up to <<insert email address>> for any purpose, including, but not limited to, service changes, changes to these Terms of Use or changes to your Account. During the time you do not consent, we will not take up to <<insert email address>> for any purpose, including, but not limited to, service changes, changes to these Terms of Use or changes to your Account.

15.3 For questions or comments, please contact us via <<insert link to contact us>> or <<insert email address>> or <<insert link to our complaints page>>.

le, 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 in connection with your use of these Terms of Use, including, but not limited to, service changes, changes to these Terms of Use or changes to your Account.

of any kind without your express consent. If you do not consent, you may opt out at any time. Any and all marketing emails sent to you will include an unsubscribe link. [Email marketing preferences can also be set in your Account settings. For more information, see our preferences page.] If you do not consent, we will not take up to <<insert email address>> for any purpose, including, but not limited to, service changes, changes to these Terms of Use or changes to your Account. During the time you do not consent, we will not take up to <<insert email address>> for any purpose, including, but not limited to, service changes, changes to these Terms of Use or changes to your Account.

communications from Us (including, but not limited to, service changes, changes to these Terms of Use or changes to your Account) via <<insert link to contact us>> or <<insert email address>> or <<insert link to our complaints page>>.

16. **Data Protection**

16.1 All personal data that we collect, process, and hold in connection with our services is collected, processed, and held in accordance with the applicable data protection laws and regulations, including, but not limited to, the General Data Protection Regulation (GDPR) and your rights thereunder.

16.2 For complete details regarding our processing, storage, and retention of personal data including, but not limited to, 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 our data sharing (where applicable), please refer to Our Privacy Policy <<insert link to Our Privacy Policy>> [and Cookie Policy <<insert link to Cookie Policy>>].

collected, processed, and held in accordance with the applicable data protection laws and regulations, including, but not limited to, the General Data Protection Regulation (GDPR) and your rights thereunder.

processing, storage, and retention of personal data including, but not limited to, 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 our data sharing (where applicable), please refer to Our Privacy Policy <<insert link to Our Privacy Policy>> [and Cookie Policy <<insert link to Cookie Policy>>].

17. **Law and Jurisdiction**

17.1 These Terms of Use constitute the entire agreement between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.

17.2 If you are a business or other legal entity, any relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

17.3 If you are a consumer, any relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of Scotland, or Northern Ireland, as determined by your residence at the time of purchase.

between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.

cerning these Terms of Use, the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

cerning these Terms of Use, the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of Scotland, or Northern Ireland, as determined by your residence at the time of purchase.