

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 will be deemed to have accepted these Terms of Use if you use this website 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:

"Account"

"Content"

"Data Protection Legislation"

"Paid Content"

"User"

"User Content"

"We/Us/Our"

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otherwise requires, the following meanings:

required for a User to access certain areas of Our Site, as detailed in Our Terms of Sale;

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

the legislation in force from time to time in the United Kingdom applicable to data protection including, but not limited to, the Data Protection Act 2018 (and any amendments thereto) and the Privacy and Electronic Communications Regulations 2003 as amended;

Content made available for sale via Our Site;

Our Site;

Content submitted to Our Site by Users limited to, <<insert type(s) of content>> that Users can submit, e.g. reviews, comments

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

2. Information

- 2.1 Our <<insert business name>>, is [owned and] operated by <<insert company registered in England under <<insert the registered address is <<insert registered address>> OR [of] <<insert address>>]. [Our <<insert VAT number>>].
- 2.2 [We <<insert name(s) of 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 <<insert content>> is charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access <<insert content>>.
- 3.3 Access to <<insert content>> is provided "as is" and on an "as available" basis. We may alter, modify, suspend or remove 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 <<insert content>> (including the ability to purchase Paid Content from Us) may be available to you in order to access them.
- 4.2 You must be at least <<insert age>> years of age to create an Account.
- 4.3 When you create an Account, the information you provide must be accurate and up to date. If the information changes at a later date, it is your responsibility to update it. Your Account is kept up to date.
- 4.4 We [require] that you choose a strong password for your Account. A strong password is, e.g. "a combination of lowercase letters, uppercase letters, 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 immediately at <<insert email address>>. We will not be liable for any loss or damage of your Account.
- 4.5 You may 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. We will provide a detailed description of what will happen to a user's data when they close their Account.
- 4.8 [If you wish to delete any <<insert User Content, e.g. reviews, comments, etc. created on Our Site will be [deleted] OR [removed]. A strong description, e.g. "removing your username and password" is required.]

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 (whether or not legally labelled otherwise, belongs to or has been licensed to Us (including User Content) is protected by applicable national intellectual property laws and treaties.
- 5.2 Subject to Clause 5.3 [and 5.6] you may not reproduce, copy, distribute, sell, lease, licence, store, 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:
- a) access Our Site in a web browser (including any web browser plug-in) and save it into other types of software or app;
 - b) cache any part of it for caching;
 - c) print any page(s) from Our Site;
 - d) download any pages on Our Site; and
 - e) save any Content on 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 any Content 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 whether by business users or consumers.
- 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', covering in particular the making of temporary copies for the purposes of study; the making of copies for text and data mining; research; criticism, review, quotation and news reporting; parody or pastiche; and the incidental inclusion of

6. **User Content**

- 6.1 User Content includes (but is not necessarily limited to) <<insert list of types of content that users can submit, e.g. reviews, comments etc.>>.
- 6.2 An Agreement to submit User Content. Please refer to Clause 11.
- 6.3 You are solely responsible for your User Content. You warrant, represent, and warrant that you have the right to submit and use that all such User Content will comply with Our policies set out below in Clause 12.
- 6.4 You agree to indemnify Us and will, to the fullest extent permissible by law, defend, hold Us harmless, and will, to the fullest extent permissible, breach of the warranties given by you under sub-clause 6.3. You will be responsible for any loss or damage suffered by Us as a result of your breach of the warranties given by you under sub-clause 6.3.

- 6.5 You and your licensors (if any) shall retain ownership of your User Content and all rights subsisting therein. When you submit User Content to Our Site, you grant Us an unconditional, non-exclusive, fully transferrable, irrevocable, and assignable, worldwide licence to use, store, archive, reproduce, adapt, edit, reproduce, distribute, prepare derivative works, perform, and sub-licence your User Content for the purpose of displaying and promoting Our Site. In addition, you also grant Us the right to display and quote your User Content within Our Site.
- 6.6 If you remove User Content from Our Site, the User Content in question shall remain on Our Site, OR [anonymised by <<insert description, e.g. "redacted avatar">>]. Please note, however, that caching of User Content may not be made immediately unavailable and may remain available at all where they are outside of Our reasonable control.
- 6.7 We reserve the right to remove any User Content from Our Site where, in our sole discretion, it violates 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.
- 6.8 We do not warrant the content or accuracy, or for any opinions, views, or values expressed in User Content. Any such opinions, views, or values are those of the user and do not reflect Our opinions, views, or values in any way.
- 7. No Scraping or Automated Access**
- 7.1 You shall not undertake, enable, permit, authorise, or facilitate any automated access or data mining on or with respect to any part of Our Site.
- 7.2 You shall not use any part of Our Site or any data, Content, or information included on Our Site for the purposes of developing or training AI models or other automated systems.
- 7.3 The restrictions in Clause 7 covers all purposes for which such automated access, including, but not limited to, the development or training of AI models. This includes, but is not limited to, the use of:
- a) any bot, crawler, spider, or other automated system, software, script, tool, or methodology used to access, obtain, or process data, Content, or information included on Our Site;
 - b) any software or techniques designed to analyse digital text or data in order to extract information or to develop or train AI models or other automated systems.
- 7.4 Sub-clauses 7.1 to 7.3 shall apply to the fullest extent permissible by law.
- 8. Links to Our Content**
- 8.1 You shall ensure that any links to Our Content are provided that:
- a) are made in a legal manner;
 - b) do not suggest any form of association, endorsement, or approval on Our part where none exists;

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- c) logos or trade marks displayed on Our Site without permission; and
- d) any way that is calculated to damage Our reputation or the reputation of any other person or entity or the image of it.

8.2 [You are prohibited from posting content on Our Site.]

OR

8.2 [You are prohibited from posting content on any page other than the homepage of Our Site, <<insert URL>>. Posting content on any other pages requires Our express written permission. Please contact Us at <<insert email address>> for further information.]

8.3 [Franklin & Ourside's use of Our 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, including, but not limited to, social media.]]

8.4 You are prohibited from posting content on Our Site that is copied in whole or in part from any other site the main content of which is prohibited by this Clause.

- a) is defamatory, libelous, obscene, abusive, vulgar, sexually suggestive, or otherwise offensive, hateful or otherwise inflammatory;
- b) is defamatory, libelous, obscene, abusive, vulgar, sexually suggestive, or otherwise offensive, hateful or otherwise inflammatory;
- c) is defamatory, libelous, obscene, abusive, vulgar, sexually suggestive, or otherwise offensive, hateful or otherwise inflammatory;
- d) is defamatory, libelous, obscene, abusive, vulgar, sexually suggestive, or otherwise offensive, hateful or otherwise inflammatory;
- e) is defamatory, libelous, obscene, abusive, vulgar, sexually suggestive, or otherwise offensive, hateful or otherwise inflammatory;
- f) is defamatory, libelous, obscene, abusive, vulgar, sexually suggestive, or otherwise offensive, hateful or otherwise inflammatory;
- g) is defamatory, libelous, obscene, abusive, vulgar, sexually suggestive, or otherwise offensive, hateful or otherwise inflammatory;
- h) is defamatory, libelous, obscene, abusive, vulgar, sexually suggestive, or otherwise offensive, hateful or otherwise inflammatory;
- i) is defamatory, libelous, obscene, abusive, vulgar, sexually suggestive, or otherwise offensive, hateful or otherwise inflammatory;
- j) is defamatory, libelous, obscene, abusive, vulgar, sexually suggestive, or otherwise offensive, hateful or otherwise inflammatory;
- k) is defamatory, libelous, obscene, abusive, vulgar, sexually suggestive, or otherwise offensive, hateful or otherwise inflammatory;
- l) is defamatory, libelous, obscene, abusive, vulgar, sexually suggestive, or otherwise offensive, hateful or otherwise inflammatory;

8.5 [The provisions of Sub-Clause 8.4 do not apply to content submitted to Our Site if you can demonstrate that the primary purpose of the site accords with the provisions of Sub-Clause 8.4. You are not, for example, prohibited from posting content on purpose social networking sites merely because they focus on or encourage the submission of such content. You are, however, prohibited from posting content on Our Site that is copied in whole or in part from any other site the main content of which is prohibited by this Clause.]

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9. **Links to Other Sites**

Links to other sites on Our Site are not under our control and we are not responsible for the content of those sites. The inclusion of a link to another site on Our Site is for informational purposes only and does not constitute any endorsement of the sites themselves or of the information contained on those sites.

on Our Site. Unless expressly stated, these sites do not constitute an endorsement of the sites themselves or of the information contained on those sites. We assume nor accept responsibility or liability for the inclusion of a link to another site on Our Site is for informational purposes only and does not constitute any endorsement of the sites themselves or of the information contained on those sites.

10. **Liability and Limitations**

10.1 Nothing in this Agreement shall be construed to limit or restrict Our Site's liability for any damages, including but not limited to, direct, indirect, consequential, or punitive damages, or for any loss of profits, sales, business, or opportunity, goodwill, or reputation; loss of data; or for any interruption of service.

es advice on which you should rely. It is provided for informational purposes only. [Professional or specialist advice should always be sought on the basis of any information provided on Our Site.]

10.2 Insofar as permitted by applicable law, We make no representation, warranty, or guarantee, express or implied, that Our Site will meet your requirements, that it will not infringe the intellectual property rights of any third party, or that it will be compatible with all software and hardware, or that it will be available at any time.

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10.3 We do not warrant that the Content on Our Site is accurate, complete, or up to date. We do not, however, make any representation or guarantee (whether express or implied) that the Content is accurate, complete, or up to date. Please note that this Agreement does not constitute an offer of information concerning Paid Content for sale through Our Site. For more information, please refer to Our Terms of Sale for more information <<insert link>>.

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10.4 To the extent permitted by applicable law, We accept no liability to any User for any damages, including but not limited to, direct, indirect, consequential, or punitive damages, or for any loss of profits, sales, business, or opportunity, goodwill, or reputation; loss of data; or for any interruption of service, arising out of the use of (or inability to use) Our Site or the use of or reliance on any Content included on Our Site.

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10.5 If you use Our Site, you agree to release, defend, and hold Us harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by Us in connection with or resulting from the use of (or inability to use) Our Site or the use of or reliance on any Content included on Our Site.

r, We hereby exclude all implied conditions, warranties, or other terms that may apply to Our Site or any Content included on Our Site. We are not liable for any loss of profits, sales, business or opportunity, goodwill, or reputation; loss of data; or for any interruption; or for any indirect or consequential damages, including reasonable attorneys' fees, that may be asserted against or incurred by Us in connection with or resulting from the use of (or inability to use) Our Site or the use of or reliance on any Content included on Our Site.

10.6 If you use Our Site, you agree to release, defend, and hold Us harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by Us in connection with or resulting from the use of (or inability to use) Our Site or the use of or reliance on any Content included on Our Site.

please note that Our Site is intended for business use only. We do not warrant that Our Site will result of Our failure to exercise reasonable care in the design, development, or maintenance of Our Site damages your device or other equipment, or that it will be available at any time. If you, you may be entitled to certain legal remedies. For more information, please contact your local Citizens Advice Bureau or a Citizens Advice Office.

10.7 We do not warrant that the Content on Our Site is accurate, complete, or up to date. We do not, however, make any representation or guarantee (whether express or implied) that the Content is accurate, complete, or up to date. Please note that this Agreement does not constitute an offer of information concerning Paid Content for sale through Our Site. For more information, please refer to Our Terms of Sale for more information <<insert link>>.

cept responsibility or liability arising out of any damages, including but not limited to, direct, indirect, consequential, or punitive damages, or for any loss of profits, sales, business, or opportunity, goodwill, or reputation; loss of data; or for any interruption of service, arising out of the use of (or inability to use) Our Site resulting from external causes including but not limited to, ISP equipment failure, host equipment failure, network equipment failure, natural events, acts of war, or legal restrictions.

10.8 Nothing in this Agreement shall be construed to limit or restrict Our Site's liability for any damages, including but not limited to, direct, indirect, consequential, or punitive damages, or for any loss of profits, sales, business, or opportunity, goodwill, or reputation; loss of data; or for any interruption of service.

se excludes or restricts Our liability for fraud or for death or personal injury resulting from negligence, or for any forms of liability which cannot be excluded or limited by law.

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- 10.9 The included in this Clause 10 apply only to the use of
Our S of Paid Content, which is governed separately by
Our T link to Terms of Sale>>.
11. **Viruses, Malware**
- 11.1 We e ill and care to ensure that Our Site is secure and
free f malware.
- 11.2 You ecting your hardware, software, data, and other
mate e, and other internet security risks.
- 11.3 You roduce viruses or other malware, or any other
mate technologically harmful either to or via Our Site.
- 11.4 You unauthorised access to any part of Our Site, the
serve ored, or any other server, computer, or database
conn
- 11.5 You ite by means of a denial of service attack, a
distr attack, or by any other means.
- 11.6 By b s of sub-Clauses 11.3 to 11.5, you may be
comm under the Computer Misuse Act 1990. Any and
all su orted to the relevant law enforcement authorities,
and V ith those authorities by disclosing your identity to
them ite will cease immediately in the event of such a
breac
12. **Acceptable Use**
- 12.1 You n a manner that is lawful and that complies with
the p 2. Specifically:
- a) you comply fully with any and all local, national,
nd/or regulations;
- b) r Site in any way, or for any purpose, that is
- c) Site to knowingly send, upload, or in any other
contains any form of virus or other malware, or
igned to adversely affect computer hardware,
y kind; and
- d) r Site in any way, or for any purpose, that is
person or persons in any way.
- 12.2 Whe nt (or communicating in any other way using Our
Site), mmunicate or otherwise do anything that:
- a)
- b) y offensive, hateful, or otherwise inflammatory;
- c)
- d) any form of unlawful activity;

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e) or is in any way defamatory of, any person, persons, race, gender, religion, nationality, disability, age;

f) otherwise likely to threaten, harass, annoy, alarm, or embarrass another person;

g) otherwise likely to deceive;

h) otherwise likely to infringe (or threaten to infringe) a right to privacy or otherwise uses their personal data in a way that they do not have a right to;

i) misrepresents any person or otherwise misrepresents your information in a way that is calculated to deceive (obvious misrepresentation within this definition provided that they do not contravene the provisions of this sub-Clause 12.2);

j) has no affiliation with Us where none exists;

k) is involved in the infringement of, the intellectual property rights (not limited to, copyright, patents, trade marks, and trademarks) of any other party; or

l) has a legal duty owed to a third party including, but not limited to, duties and duties of confidence.

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

a) temporarily or permanently, your Account and/or access to Our Site;

b) remove any Content submitted by you that violates this Policy;

c) issue a warning;

d) seek compensation against you for reimbursement of any and all costs on an indemnity basis resulting from your breach;

e) take any action against you as appropriate;

f) provide information to law enforcement authorities as required or as may be necessary; and/or

g) take any other action that We deem reasonably appropriate (and lawful).

12.4 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.

13. Privacy and

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

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14. **Changes to**

14.1 We may change these 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 your first use of Our Site after the changes have been posted. We therefore advise you to check this page from time to time.

14.2 In the event of a 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.

15. **Contacting Us**

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>>.

16. **Communications**

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

16.2 We may 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 emails sent to you will be 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 <<insert number>> business days for Us to comply with your request. You may continue to receive emails from Us.

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

17. **Data Protection**

17.1 All personal data we may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights under it.

17.2 For details of our collection, processing, storage, and retention of personal data, including but not limited to, the purpose(s) for which personal data is collected, or bases for using it, details of your rights and how to exercise them, or personal data sharing (where applicable), please refer to our <<insert link to Privacy Policy>> [and Cookie Policy <<insert link to Cookie Policy>>].

18. **Law and Jurisdiction**

18.1 These Terms of Use govern the relationship between you and Us (whether you are a consumer or not) and will be governed by, and construed in accordance with, the law of the United Kingdom.

18.2 If you have any disputes concerning these Terms of Use, the dispute will be referred to the courts of the United Kingdom.

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19. **Attribution**

These Term
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and Us, or any matters arising therefrom or
(contractual or otherwise) shall be subject to the
courts of England and Wales.

disputes concerning these Terms of Use, the
and Us, or any matters arising therefrom or
(contractual or otherwise) shall be subject to the
England, Wales, Scotland, or Northern Ireland, as

created using a document template from