

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 this website] **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:

"Account"

"Content"

"Paid Content"

"User"

"User Content"

"We/Us/Our"

2. Information About Us

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

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

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 this website] **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>>.

otherwise requires, the following definitions apply:

required for a User to access certain areas of Our Site, as detailed in our Privacy Policy;

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

Content made available for sale via Our Site;

Our Site;

Content submitted to Our Site by Users which is not limited to, <<insert type(s) of content>> which Users can submit, e.g. reviews, comments

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

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

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

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

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

3. Access to Our Site and Restrictions

3.1 You must be at least <<insert age>> or over to use Our Site. If We have any reason to believe you are under this age, We reserve the right to suspend or terminate your access to Our Site.

3.2 Access to Our Site is on a non-exclusive basis.

3.3 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

3.4 Access to Our Site is provided "as is" and on an "as available" basis. We may modify or discontinue Our Site (or any part of it) at any time and without notice, and 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 features of Our Site, including the ability to purchase Paid Content from Us) may require you to create an Account 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 complete. If the information changes at a later date, it is your responsibility to update your Account so that our Account is kept up to date.

4.4 We [insert name] require that you choose a strong password for your Account. A strong password is, for example, a combination of lowercase letters, uppercase letters, numbers, and symbols">>. It is your responsibility to keep your password confidential. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please notify us immediately at <<insert email address>>. We will not be liable for any loss or damage to your Account.

4.5 You own the content you post to your Account [without the express permission of Us, we will not be responsible for any loss or damage to your Account that belongs].

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

4.7 If you 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 deletion of your information in 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 close your Account, any <<insert User Content, e.g. reviews, comments, etc.>> created on Our Site will be [deleted] OR [archived]. 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 (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, rent, sub-licence, 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) use any Content where We have provided a link enabling you to do so;
 - c) cache any part of it) for caching;
 - d) print any page(s) from Our Site;
 - e) download any pages on Our Site; and
 - f) save any Content on Our Site for later and/or offline viewing.
- 5.4 Our Site and the author of 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 commercial purposes without first obtaining a licence from Us (or our licensors) to do so. [This does not prohibit the normal access, use or viewing for general information purposes whether by individuals or businesses.]
- 5.6 Subject to Clause 5.3 [and 5.7] and Clause 6 (governing User Content) you may not reproduce, copy, distribute, sell, rent, sub-licence, or re-use Content or any other material from Our Site without our express permission to do so. For further information, please contact us at info@simply-docs.com.
- 5.7 [Nothing in these Terms and Conditions limits or excludes the fair dealing provisions of the Copyrights, Designs and Patents Act 1988 (the 'Copyright Works Act'), covering in particular the making of copies for research and private study; the making of copies for non-commercial research; criticism, review, reporting, caricature, parody or pastiche; and the use of material.]

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 Account holder who wishes to submit User Content. Please refer to Clause 5.3 for further information.
- 6.3 You are solely responsible for your User Content. You warrant that you have the right to submit and use such Content, and warrant that all such User Content will comply with Our Terms and Conditions.

- Accepted and agreed to be bound by the terms and conditions detailed below in Clause 14.
- 6.4 You agree to indemnify and hold Us harmless for any loss or damage suffered by Us as a result of any breach of the warranties given by you under sub-Clause 6.3, and you shall be responsible for any loss or damage suffered by Us as a result of any breach of the warranties given by you under sub-Clause 6.3.
- 6.5 You (and any third party) retain ownership of your User Content and all rights subsisting therein. When you submit User Content to Us, you grant Us an unconditional, non-exclusive, fully transferrable, irrevocable, and assignable, worldwide licence to use, store, archive, copy, reproduce, adapt, edit, reproduce, distribute, prepare derivative works, perform, and sub-licence your User Content for any purpose, including promoting Our Site. In addition, you also grant Us the right to use and quote your User Content within Our Site.
- 6.6 If you request Us to remove User Content from Our Site, the User Content in question shall be removed from Our Site. However, caching of User Content may not be made immediately unavailable at all where they are outside of Our Site.
- 6.7 We reserve the right to remove any User Content from Our Site where, in Our sole discretion, it is in breach of 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.
- 7. No Scraping**
- 7.1 You shall not undertake, enable, permit, authorise, or facilitate any form of automated data mining or data scraping 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 systems.
- 7.3 The provisions of Clause 7 covers all purposes for which such automated data mining or data scraping is prohibited, 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 automated system, software, script, tool, or methodology used to access, obtain, or use any data, Content, or information included on Our Site;
 - b) any automated system, software, script, tool, or methodology designed to analyse digital text or data in order to develop or train AI models or systems.
- 7.4 Sub-Clause 7.1 shall apply to the fullest extent permissible by law.
- 8. Links to Our Site**
- 8.1 You shall not link to Our Site in any of the following manner:
- a) in a manner that is illegal or otherwise in violation of applicable law;

S

- b) in a manner that suggests any form of association, approval or disapproval on Our part where none exists;
- c) logos or trade marks displayed on Our Site without Our express written permission; and
- d) in any way that is calculated to damage Our reputation or the reputation of any person or entity.

8.2 [You are prohibited from using Our Site.]

OR

8.2 [You are prohibited from using any other than the homepage of Our Site, <<insert URL>> to access any 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 copying or reproducing from any other site the main content of which is the primary purpose of the site.

- a) is defamatory, libelous, obscene, vulgar, abusive, or otherwise offensive, hateful or otherwise inflammatory;
- b) is defamatory, libelous, obscene, vulgar, abusive, or otherwise offensive, hateful or otherwise inflammatory;
- c) is in violation of any applicable law or any form of unlawful activity;
- d) is defamatory, libelous, obscene, vulgar, abusive, or is in any way defamatory of, any person, entity, or organization, race, gender, religion, nationality, disability, age;
- e) is otherwise likely to threaten, harass, annoy, alarm, or embarrass another person;
- f) is otherwise likely to deceive another person;
- g) is otherwise likely to infringe (or to threaten to infringe) the intellectual property rights of any person;
- h) misrepresents or otherwise misrepresents the identity of any person or otherwise misrepresents the identity of a particular person in a way that is calculated to cause damage to the person or entity. Identities are not included in this definition provided they are not included in the other provisions of this sub-Clause 8.4;
- i) suggests any form of association, approval or disapproval with Us where none exists;
- j) is in violation of, or infringes, the intellectual property rights of any person, not limited to, copyright, trade marks, and patents; or
- k) is in violation of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

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 the primary purpose of the site is to post content. You are, however, prohibited from posting content which focus on or encourage the submission of such content.]

A

M

P

L

E

S

A

M

P

L

F

and depictions provided on Our Site contain only explicit activity that were made before 3rd July 2018 in compliance with the requirements under 18 U.S.C. 2257.

- 11.4 <<Insert link to Terms and statements as required>>.
- 12. Our Liability**
- 12.1 The provisions of Clause 12 apply only to the use of Our Site and not to Paid Content. Paid Content is governed separately by Our Terms of Sale <<insert link to Terms of Sale>> and the terms, conditions, limitations and exclusions stated to apply to Content in relation to Paid Content.
- 12.2 To the extent permitted by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance on any Content, including User Content, but not including Paid Content.
- 12.3 To the extent permitted by law, We exclude all representations, warranties and conditions (whether express or implied) that may apply to Our Site or any Content (including Paid Content) included on Our Site.
- 12.4 [Our Site is for personal or commercial use only.] If you are a business user, We do not accept responsibility for loss of profits, sales, business or revenue; loss of goodwill or reputation; loss of anticipated savings; or any indirect or consequential loss or damage.
- 12.5 We exercise reasonable skill and care to ensure that Our Site is free from viruses and other malware. Subject to sub-Clause 10.3, We accept no liability for any loss or damage, including from a virus or other malware, a distributed denial of service attack, or any other harmful material or event that may adversely affect the availability of, or the integrity of, data or other material that occurs as a result of the use of (or inability to use) Our Site (including the downloading of any Content from it) or any other site.
- 12.6 We do not accept responsibility or liability arising out of any interruption or disruption of Our Site resulting from external causes including but not limited to, ISP equipment failure, host equipment failure, network congestion, power failure, natural events, acts of war, or legal requirements.
- 12.7 Nothing in this Clause excludes or restricts Our liability for fraud or negligence, or for death or personal injury resulting from negligence, or for any forms of liability which cannot be excluded or restricted by law. Consumers' legal rights, including those relating to the cancellation of contracts, will not be affected. Please contact your local Citizens' Advice Bureau or Trading Standards for more information.
- 13. Viruses, Malware and Security**
- 13.1 We exercise reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 13.2 You are responsible for protecting your hardware, software, data, and other information from viruses, malware, and other internet security risks.
- 13.3 You must not introduce viruses or other malware, or any other technologically harmful either to or via Our Site.
- 13.4 You must not attempt to gain unauthorised access to any part of Our Site, the servers, or any other server, computer, or database.

- conn
- 13.5 You Site by means of a denial of service attack, a
distrib attack, or by any other means.
- 13.6 By b s of sub-Clauses 13.3 to 13.5, you may be
comr under the Computer Misuse Act 1990. Any and
all su reported to the relevant law enforcement authorities,
and V with those authorities by disclosing your identity to
them Site will cease immediately in the event of such a
breac

14. Acceptable

- 14.1 You n a manner that is lawful and that complies with
the p 4. Specifically:
- a) insert age>> or over to use Our Site;
 - b) you comply fully with any and all local, national or
or regulations;
 - c) r Site in any way, or for any purpose, that is
 - d) 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
 - e) r Site in any way, or for any purpose, that is
person or persons in any way.
- 14.2 When nt (or communicating in any other way using Our
Site), communicate or otherwise do anything that:
- a) y offensive, hateful, or otherwise inflammatory;
 - b)
 - c) any form of unlawful activity;
 - d) or is in any way defamatory of, any person,
ons, race, gender, religion, nationality, disability,
age;
 - e) vise likely to threaten, harass, annoy, alarm,
or embarrass another person;
 - f) rwise likely to deceive;
 - g) vise likely to infringe (or threaten to infringe)
to privacy or otherwise uses their personal data
ot have a right to;
 - h) 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 14.2);
 - i) liation with Us where none exists;

- j) in the infringement of, the intellectual property not limited to, copyright, patents, trade marks and any other party; or
- k) legal duty owed to a third party including, but not limited to, duties and duties of confidence.

14.3 We may suspend or terminate your access to Our Site if you violate any provisions of this Clause 14 or any of the other provisions of Our Use. Specifically, We may take one or more of the following actions:

- a) suspend or temporarily or permanently, your Account and/or access to Our Site;
- b) remove Content submitted by you that violates this Policy;
- c) issue a warning;
- d) seek damages against you for reimbursement of any and all costs on a indemnity basis resulting from your breach;
- e) take any other action against you as appropriate;
- f) report your violation to law enforcement authorities as required or deemed necessary; and/or
- g) take any other action that We deem reasonably appropriate (and lawful).

14.4 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.

15. Privacy and

Use of Our Site is subject to 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.

16. Data Protection

16.1 All personal data that We may use will be collected, processed, and stored in accordance with the provisions of UK data protection law.

16.2 For details of our collection, processing, storage, and retention of personal data, 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 <<insert link to Privacy Policy>> [and Cookie Policy <<insert link to Cookie Policy>>].

17. Communication

17.1 If you consent, We may from time to time send you important notices relating to matters including, but not limited to, changes to these Terms of Use, Our Terms of Sale, and other important information.

- 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 emails sent to you are managed in <<insert location, e.g. your Account Settings>>]. 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.
- 17.3 For details about communications from Us (including, but not limited to, newsletters), please contact Us at <<insert email address>> or visit our [contact page](#) or [complaints page](#).
- 18. Changes to Terms of Use**
- 18.1 We reserve the right to 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 made. We will therefore advise you to check this page from time to time.
- 18.2 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.
- 19. Contacting Us**
- To contact Us, please email us at <<insert email address>> or using any of the methods provided on our [contact page](#) at <<insert link to contact page>>.
- 20. Law and Jurisdiction**
- 20.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].
- 20.2 If you are a consumer, you will benefit from any mandatory provisions of the law of the country in which you reside. Nothing in Sub-Clause 20.1 above takes away or limits your rights as a consumer to rely on those provisions.
- 20.3 If you have a dispute, 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 referred to the courts of England, Wales, Scotland, or Northern Ireland, depending by your residency.
- 20.4 If you are a business, disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or in connection therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland].