

BACKGROUND:

These Terms of Sale, together with the terms under which Paid Content is sold through this website, <<insert website name>> (the "Terms of Sale") set out the terms under which you will be required to read and accept these Terms of Sale. If you do not agree to comply with and accept these Terms of Sale, you will not be able to purchase a Subscription and access Paid Content through Our Site, as well as any and all Contracts and

documents referred to herein, set out the terms under which Paid Content, is sold by Us to consumers (the "Terms of Sale"). Please read these Terms of Sale carefully before purchasing a Subscription. You must agree to these Terms of Sale when ordering a Subscription. If you do not agree to these Terms of Sale, you will not be able to purchase a Subscription through Our Site. These Terms of Sale, together with the terms under which Paid Content is sold, are the only

1. Definitions and Interpretation

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

"Contract"

"Paid Content"

"Subscription"

"Subscription Confirmation"

"Subscription ID"

"We/Us/Our"

otherwise requires, the following meanings:

the purchase of a Subscription to access Paid Content, as explained in Clause 6;

Paid Content sold by Us through Our Site;

access to Our Site providing access to

the purchase and confirmation of your Subscription;

the number for your Subscription;

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

2. Information About Us

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

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

2.3 [We are a member of <<insert association(s) etc.>>].

2.4 [<<insert further information>>].

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

regulator(s)>>].

association(s) etc.>>].

3. Age Restrictions

Consumers may only purchase

access Paid Content through Our

Site if they are at least <<in

4. Business Customers

These Terms of Sale do
accessing Paid Content in
please consult our Business

ers purchasing Subscriptions and
[If you are a business customer,
link>>].

5. Subscriptions, Paid Content

ability

5.1 [We make all re
Subscriptions and
Subscription and P
that due to <<inse
that may occur>>.]

ensure that all descriptions of
from Us correspond to the actual
receive. [Please note, however,
minor differences or discrepancies

5.2 [Please note that
mistakes due to
discrepancies. Ple
Content is incorrect

not exclude Our responsibility for
part and refers only to minor
if your Subscription or the Paid

5.3 We may from time t
any Subscription t
subsequent renewa
price at least <<inse
do not agree to suc
sub-Clause 12.1.

s. Changes in price will not affect
purchased but will apply to any
/e will inform you of any change in
change is due to take effect. If you
cancel the Contract as described in

5.4 Minor changes may
example, to reflect c
address technical c
characteristics of th
that Paid Content.
of the Paid Content

made to certain Paid Content, for
and regulatory requirements, or to
e changes will not alter the main
uld not normally affect your use of
s made that would affect your use
be provided to you.

5.5 In some cases, as c
make more signific
inform you at least
effect. If you do n
described in sub-Cl

content descriptions, We may also
d Content. If We do so, We will
ore the changes are due to take
you may cancel the Contract as

5.6 Where any updates
to match Our desc
Subscription to acc
prevent Us from e
original description.

ent, that Paid Content will continue
o you before you purchased your
Please note that this does not
tent, thereby going beyond the

5.7 We make all reason
correct at the time
updated every <<in
that you have alrea
however).

at all prices shown on Our Site are
ricing information is reviewed and
es in price will not affect any order
sub-Clause 5.11 regarding VAT,

5.8 All prices are chec
event that We have
writing to inform yo
shown when you
amount and continu

accept your order. In the unlikely
information, We will contact you in
e correct price is lower than that
will simply charge you the lower
If the correct price is higher, We

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description of your Subscription after you immediately and make all you may, however, have the right to inform you of such an error and you to sub-Clause 12.4.

- # A

VAT rate changes between your
the amount of VAT payable will be
.

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- ss of purchasing a Subscription.
be given the opportunity to review
that you have checked your order

- Us with incorrect or incomplete information is possible. If We are unable to provide complete information, We will contact you to give us the accurate or complete information. If, upon request, We will cancel your order. We will not be responsible for any damages or losses that results from you providing

- ual offer capable of acceptance. constitutes a contractual offer that We acknowledgement of receipt of your d it.] Our acceptance is indicated ion by email. Only once We have ere be a legally binding Contract

- following information:

- dered including full details of the
ion and Paid Content available as

- Subscription including, where applicable, postage and handling charges:

- including the start date, and the

- ent that the Paid Content will be
and that you will lose your legal

- | | |
|----------------------------------|---|
| Adult Content Subscription (B2C) | 3 |
|----------------------------------|---|

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right to chan
as detailed b

upon accessing the Paid Content

6.4.6 <<insert add

quired>>.

6.5 In the unlikely even
reason, We will exp
circumstances. If V
you as soon as pos

or cannot fulfil your order for any
payment will be taken under normal
any such sums will be refunded to
thin <<insert period>>.

6.6 Any refunds under t
in any event within
the refund occurs.

ed to you as soon as possible, and
day on which the event triggering

6.7 Refunds under this
that you used whe
request that We ma

using the same payment method
description [unless you specifically
ent method].

7. Payment

7.1 Payment for Subsc
payment method wi
Subscription Confir
shown a message c

made in advance. Your chosen
process your order and send you a
curs immediately and you will be
].

7.2 We accept the follow

t on Our Site:

7.2.1 <<insert pay

7.2.2 <<insert pay

7.2.3 <<insert pay

7.2.4 <<add furthe

required>>;

7.3 If you do not make
access to the Paid
8.5. If you do not
We may cancel the
and payable.

s on time, We will suspend your
mation, please refer to sub-Clause
<<insert period>> of Our reminder,
ng sums due to Us will remain due

7.4 If you believe that V
Us at <<insert em
know. You will
suspended.

o incorrect amount, please contact
as reasonably possible to let us
aid Content while availability is

8. Provision of Paid Content

8.1 Paid Content app
immediately when V
to be available for t
or until you end the

ription will be available to you
ion Confirmation and will continue
scription (including any renewals),

8.2 When you place an
acknowledge that y
immediately. You
accessing (e.g. dow
legal right to cancel
see sub-Clause 11.

, you will be required to expressly
ent to be made available to you
o expressly acknowledge that by
he Paid Content, you will lose your
(the “cooling-off period”). Please

8.3 In some limited circ

d to suspend the provision of Paid

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- make necessary minor technical

- y with relevant changes in the law

- to the Paid Content, as described

- aid Content for any of the reasons
you in advance of the suspension
you need to suspend availability for
a dangerous problem with the Paid
as soon as reasonably possible
ended while availability is suspended
a period equivalent to the length of
suspension is less than <<insert
(tell you that it is going to last) for
the Contract as described below in

- Content if We do not receive payment on the non-payment on the due date, on <<insert period>> of Our notice, Content until We have received all to suspend provision of the Paid sion. You will not be charged for ed.

- ed to you as soon as possible, and
day on which the event triggering

- using the same payment method description [unless you specifically intent method].

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- On Paid Content, We will grant you a non-sublicensable licence to access Our Paid Content for personal, non-commercial purposes. We do not grant you any rights in Our Paid Content (including any rights from third parties).

- Use 9.1 is subject to the following

- ish, republish, share, broadcast or
nt (or any part of it) or make it
permitted under the Copyright
oter 3 'Acts Permitted in relation to

- ```
permissions as required>>.
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## 10. Problems with the Paid Content

- 10.1 By law, We must provide Paid Content that is of satisfactory quality, fit for purpose, and as described. If the Paid Content available through your Subscription does not meet these requirements, please contact Us as soon as reasonably possible to inform Us. Your available remedies will be as follows:
- 10.1.1 If the Paid Content is defective, you will be entitled to a repair or a replacement.
- 10.1.2 If We cannot repair or replace the Paid Content within a reasonable time, you may be entitled to a refund.
- 10.1.3 If you can demonstrate that the Paid Content has damaged your device or other digital content, and We have not used reasonable care and skill to prevent this, you may be entitled to a repair or compensation. Please refer to sub-clause 10.2 for more information.
- 10.2 [Please note that We will only be liable under this Clause 10 if We informed you of the fault(s) or defect(s) before you accessed it and it was not a beta version or an alpha or beta version and We have warned you that it could harm your device or other digital content for an unsuitable purpose or if the problem has resulted from personal or careless damage.]
- 10.3 If there is a problem with the Paid Content, please contact Us at <<insert contact details>> or on Our Site <<insert link>> to inform our customer services department of the problem.
- 10.4 Refunds (whether in the form of reductions in price) under this Clause 10 will be made within 14 days of the day on which We agree that you are entitled to a refund.
- 10.5 Refunds under this Clause 10 will be made using the same payment method that you used when you purchased the Paid Content [unless you specifically request that We make the refund by a different method].
- 10.6 For further information, please contact your local Citizens' Advice Bureau or Consumer Office.

## 11. Cancelling Your Subscription

- 11.1 If you are a consumer, you have a legal right to a "cooling-off" period within which you can cancel your contract for any reason, including if you have changed your mind, and receive a refund. The period begins once We have sent you a confirmation (i.e. when the Contract is confirmed) and ends 14 days after the date of Our first communication to you when you access (e.g. download or stream) the Paid Content.
- 11.2 After the cooling-off period, you can cancel your Subscription at any time, however subject to the terms of Clause 12, We cannot offer any refund and you will retain access to the Paid Content for the remainder of your contract until the renewal or expiry date, as applicable.

applicable), whereu

11.3 If you purchase a S  
by mistake), please  
access any Paid Co  
since the start date  
will be able to can  
accessed any Paid  
able to offer any r  
Content for the rem  
date, as applicable)

11.4 If you wish to exer  
inform Us of your  
convenience We of  
include [a link to] it  
or by post is effect  
you would prefer t  
details:

11.4.1 Telephone: <<ins

11.4.2 Email: <<ins

11.4.3 Post: <<inse

In each cas  
telephone nu

11.5 [We may ask you v  
you provide to imp  
you are under no ob

11.6 Refunds under this  
any event within 14  
wish to cancel.

11.7 Refunds under this  
that you used whe  
request that We ma

## 12. Your Other Rights to End

12.1 You may end the  
forthcoming change  
sub-Clauses 5.3 or  
the change is set to  
Subscription, We w  
time left in that Sub  
until the expiry of y  
that Subscription p  
Content until that da

12.2 If We have suspen  
period>>, or We ha  
for more than <<in  
described in sub-C  
issue you with a <<

12.3 If there is a risk that

or allow your Subscription to renew  
s possible and do not attempt to  
ve not accessed any Paid Content  
appropriate) of the Subscription We  
issue a full refund. If you have  
scription has started, We will not be  
inue to have access to the Paid  
on (up until the renewal or expiry

l under this Clause 11, you may  
ay you wish, however for your  
n Our Site <<insert link>> and will  
nfirmation. Cancellation by email  
ch you send Us your message. If  
cancel, please use the following

er>>;

ur name, address, email address,  
ID.

cancel and may use any answers  
services, however please note that  
etails if you do not wish to.]

to you as soon as possible, and in  
y on which you inform Us that you

using the same payment method  
scription [unless you specifically  
ent method].

if We have informed you of a  
the Paid Content (as described in  
of Sale that you do not agree to. If  
you before the end of your current  
ated refund equal to the remaining  
will not take effect or apply to you  
the Contract will end at the end of  
inue to have access to the Paid

id Content for more than <<insert  
e are going to suspend availability  
end the Contract immediately, as  
e Contract for this reason, We will  
fund.

Content will be significantly delayed

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because of events immediately. If you <<insert type of refu

rol, you may end the Contract s reason, We will issue you with a

- 12.4 If We inform you of the Paid Content and immediately. If you <<insert type of refu

description of your Subscription or contract as a result, you may end it s reason, We will issue you with a

- 12.5 You also have a leg of it. You may also For more details of Bureau or Trading S

act at any time if We are in breach partial refund and compensation. refer to your local Citizens Advice

- 12.6 Refunds under this on which your ca method that you specifically request

within 14 calendar days of the date ective, using the same payment your Subscription [unless you sing a different method].

- 12.7 If you wish to exerc so in any way you v form on Our Site Subscription Confirm please use the follo

under this Clause 12, you may do nvenience We offer a cancellation ll include [a link to] it with the er to contact Us directly to cancel,

12.7.1 Telephone: <

er>>;

12.7.2 Email: <<ins

12.7.3 Post: <<inse

in each case, provid number, and Subsc

address, email address, telephone

- 12.8 [We may ask you v you provide to imp you are under no ob

cancel and may use any answers ervices, however please note that etails if you do not wish to.]

### 13. Our Liability to Consumer

- 13.1 We will be responsi as a result of Our result of Our neglig consequence of Ou Us when the Contr damage that is not f

loss or damage that you may suffer of Sale (or the Contract) or as a is foreseeable if it is an obvious or if it is contemplated by you and not be responsible for any loss or

- 13.2 Our Paid Content warranty or represe or industrial use of loss of business, opportunity.

mercial use only. We make no tent is fit for commercial, business liable to you for any loss of profit, s, or for any loss of business

- 13.3 If, as a result of Ou content (including b device or other dig damage or pay you be liable under this

sonable care and skill, any digital tent) from Our Site damages your to you, We will either repair the ion. Please note that We will not

13.3.1 We have in designed to

blem and provided a free update plied the update; or

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13.3.2 The damage caused by your own failure to follow Our instructions;

13.3.3 Your device does not meet the minimum system requirements that We have specified in the documentation of before you purchased your Subscription.

13.4 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by the negligence of Our agents or sub-contractors.

13.5 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by the negligence of Our agents or sub-contractors. For more information, please refer to your local Citizens Advice Bureau.

#### 14. Contacting Us

14.1 If you wish to contact Us, you may do so by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

14.2 For matters relating to your Subscription, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

14.3 For matters relating to the Terms, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

#### 15. Complaints and Feedback

15.1 We always welcome feedback from our customers and, whilst We always use all reasonable endeavours to resolve any issues, your experience as a customer of Ours is a positive one. We value your feedback and encourage you to let us hear from you if you have any comments or suggestions for improvement.

15.2 All complaints are handled in accordance with Our complaints handling policy, which is available at <<insert location>> and <<insert location>> respectively.

15.3 If you wish to complain, please contact Us in one of the following ways:

15.3.1 [In writing, to <<insert address>>];

15.3.2 [By email, at <<insert email address>>];

15.3.3 [Using Our online feedback form;]

15.3.4 [By contacting our customer service team at <<insert telephone number>> [and following the prompts when prompted].]

#### 16. How We Use Your Personal Information (Data Protection)

16.1 All personal information that we collect from you will be collected, processed, and stored in accordance with applicable law.

your own failure to follow Our instructions;

ant minimum system requirements of before you purchased your

it or exclude Our liability for death or personal injury caused by the negligence of Our employees, agents or sub-contractors.

clude or limit your legal rights as a consumer. For more information, please refer to your local Citizens Advice Bureau.

uestions or complaints, you may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

ur Subscription, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

ase contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

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ith Our complaints handling policy, which is available at <<insert location>> and <<insert location>> respectively.

of your dealings with Us, please contact Us in one of the following ways:

ame and/or position>>, <<insert email address>>];

ame and/or position>> at <<insert email address>>];

g the instructions included with the form;]

<<insert telephone number>> [and following the prompts when prompted].]

#### Protection)

will be collected, processed, and stored in accordance with applicable law.

16.2 For complete details of the processing, storage, and retention of personal data including 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 any data sharing (where applicable), please refer to Our Privacy Policy >> [and Cookie Policy >>] <<insert link to Cookies Policy>>

## 17. Other Important Terms

17.1 We may transfer (or sub-license) all or part of our obligations and rights under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are acquired by another company). If this occurs, you will be informed by Us in writing. Your obligations and rights under these Terms of Sale (and the Contract) will be unaffected and you will remain bound by them.

17.2 [You may not transfer (or sub-license) all or part of our obligations and rights under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are acquired by another company). If this occurs, you will be informed by Us in writing. Your obligations and rights under these Terms of Sale (and the Contract) will be unaffected and you will remain bound by them.]

17.3 The Contract is between Us and you. No person or third party other than you or Us will be entitled to enforce any provision of the Contract.

17.4 If any of the provisions of the Contract are found to be unlawful, invalid or otherwise unenforceable by a court or other authority, that/those provision(s) shall be severed from the Contract and the remainder of the Contract shall be valid and enforceable.

17.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We will waive any provision of the Contract and no waiver by Us of a breach of any provision of the Contract shall constitute a subsequent breach of the Contract.

17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations. If We change these Terms of Sale as the result of such a change, We will give you reasonable advance notice of the change (by email or by posting the revised Terms of Sale on our website) and you will be deemed to have accepted the revised Terms of Sale if you continue to use our services after the date of the change. If you are not happy with them, you may cancel your subscription (see 2.1 above).

## 18. Law and Jurisdiction

18.1 These Terms and Conditions (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England and Wales] [Scotland] [Northern Ireland].

18.2 If you are a consumer, you may not be able to rely on those provisions of the law in your country that would otherwise apply to you if you are a consumer. If you are a consumer, you may not be able to rely on those provisions of the law in your country that would otherwise apply to you if you are a consumer.

18.3 If you are a consumer, any controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the Contract (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as the case may be.

18.4 If you are a business, any controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the Contract (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as the case may be.

processing, storage, and retention of personal data including 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 any data sharing (where applicable), please refer to Our Privacy Policy >> [and Cookie Policy >>] <<insert link to Cookies Policy>>

and rights under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are acquired by another company). If this occurs, you will be informed by Us in writing. Your obligations and rights under these Terms of Sale (and the Contract) will be unaffected and you will remain bound by them.

ons and rights under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are acquired by another company). If this occurs, you will be informed by Us in writing. Your obligations and rights under these Terms of Sale (and the Contract) will be unaffected and you will remain bound by them.

not intended to benefit any other person or party. No person or party other than you or Us will be entitled to enforce any provision of the Contract.

le are found to be unlawful, invalid or otherwise unenforceable by a court or other authority, that/those provision(s) shall be severed from the Contract and the remainder of the Contract shall be valid and enforceable.

of Our rights under these Terms of Sale means that We will waive any provision of the Contract and no waiver by Us of a breach of any provision of the Contract shall constitute a subsequent breach of the Contract.

ne to time in response to changes in relevant laws and regulations. If We change these Terms of Sale as the result of such a change, We will give you reasonable advance notice of the change (by email or by posting the revised Terms of Sale on our website) and you will be deemed to have accepted the revised Terms of Sale if you continue to use our services after the date of the change. If you are not happy with them, you may cancel your subscription (see 2.1 above).

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

n any mandatory provisions of the law in your country that would otherwise apply to you if you are a consumer. If you are a consumer, you may not be able to rely on those provisions of the law in your country that would otherwise apply to you if you are a consumer.

ntroversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the Contract (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as the case may be.

ning these Terms and Conditions, or the Contract (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as the case may be.

associated therewith  
[non] exclusive jurisdiction  
Ireland] [Scotland].

(otherwise) shall be subject to the  
of [England & Wales] [Northern

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