

BACKGROUND:

These Terms and Conditions herein, set out the terms of ("Our Web App"). Please read and understand them. You must accept these Terms and Conditions when signing up. You will be bound by these Terms and Conditions immediately.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

"Account"

"Content"

"User"

"User Content"

"We/Us/Our"

2. Information About Us

2.1 Our Web App is owned and operated by [insert company name], a limited company registered in [insert country] under company number <<insert company number>>, whose 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)]].

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

2.4 [<<insert further information>>].

3. Access to Our Web App

3.1 Access to Our Web App is subject to the following conditions:

3.2 It is your responsibility to ensure that you have the necessary technical arrangements necessary in order to access Our Web App.

- 3.3 We may from time to time make changes to Our Web App:
- 3.3.1 Minor changes, such as updates to make underlying technical alterations or to address a security issue. We will inform you by <<insert method, e.g. email>> of any such changes (including, if applicable, anything that you need to do), however they do not materially affect your use of Our Web App;
 - 3.3.2 Minor changes to reflect changes in the law or other regulatory requirements. We will inform you by <<insert method, e.g. email>> of any such changes (including, if applicable, anything that you need to do), which will be unlikely to materially affect your use of Our Web App;
 - 3.3.3 As detailed in the description of Web App description, features etc.>>, We reserve the right to develop and improve Our Web App and make significant changes to it. You will be notified by email of any and all such changes.
- 3.4 We will always aim to ensure Our Web App is available at all times. In certain limited cases, we may need to temporarily suspend availability to make changes or to address a security issue. We are responding to such issues as quickly as possible. Unless it is an urgent issue, We will inform you in advance of any interruption of availability of Our Web App.

4. Accounts

- 4.1 An Account is required to use Our Web App.
- 4.2 You may not create an Account if you are under <<insert age>> years of age. If you are under <<insert age>> years of age and wish to use Our Web App, you must create an Account for you and you must only use the Account with the express permission of your parent or guardian.
- 4.3 When creating an Account, you must provide accurate and complete information. If any information you provide must be accurate and complete. If any information you provide is inaccurate or changes at a later date, it is your responsibility to ensure the information is 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 special characters. 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. You will 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 collected from your Account will be collected, used, and stored in accordance with our obligations under the UK's data protection legislation.
- 4.7 If you wish to close your Account, you can do so at any time. Closing your Account will result in the deletion of all information. Closing Your account will also remove any data you have created from Our system. [To avoid losing any data created using Our Web App, please ensure that you <<insert method, e.g. download, save etc.>> your User Content to your computer before closing your Account.]

5. Our Intellectual Property

- 5.1 We grant Users a non-exclusive, revocable, worldwide, non-transferable licence to use Our Web App for personal (including research and private study) and business purposes, subject to the terms and Conditions.
- 5.2 Subject to the licence, Users retain the ownership of copyright and other intellectual property rights in their User Content (subject to the terms of any licence under which the User Content was created).
- 5.3 All other Content in Our Web App (including all user-facing material, software and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, are reserved by Us. All Content is protected by United Kingdom and international intellectual property laws.
- 5.4 By accepting these terms, you hereby undertake:
- 5.4.1 Not to copy, reproduce, distribute, or otherwise attempt to acquire any part of Our Web App;
 - 5.4.2 Not to disassemble, decompile, or otherwise reverse engineer Our Web App;
 - 5.4.3 Not to allow or authorize any third party to use Our Web App that would violate the terms and Conditions; and
 - 5.4.4 Not to embed, frame, or otherwise use Our Web App on any website, intranet, or ftp server.

6. Links to Our Web App

- 6.1 You may link to Our Web App, provided that:
- 6.1.1 You do so in a way that does not suggest any form of association, endorsement, or affiliation with Us where none exists;
 - 6.1.2 You do not use Our name or trade marks (or any others) in connection with the link without Our express written permission;
 - 6.1.3 You do not display the link in a way that is calculated to damage Our reputation or the reputation of any of our affiliates;
 - 6.1.4 You do not use the link to promote any unlawful activity.
- 6.2 [You may not link to the homepage of Our Web App (<<insert URL>>) [unless you have Our express written permission to do so]. Deep linking to other pages of Our Web App requires Our express written permission.]
- 6.3 You may not link to any other website the content of which contains material that:
- 6.3.1 Is sexually explicit or obscene;
 - 6.3.2 Is hateful or otherwise inflammatory;
 - 6.3.3 Promotes any unlawful activity;
 - 6.3.4 Promotes any activity that is prohibited by applicable law.

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- 6.3.5 Discriminatory way defamatory of, any person, group or community on the basis of sex, religion, nationality, disability, sexual orientation or gender identity;
- 6.3.6 Is designed to threaten, harass, annoy, alarm, inconvenience or distress another person;
- 6.3.7 Is calculated to deceive another person;
- 6.3.8 Is designed to infringe (or threaten to infringe) the rights of another person;
- 6.3.9 Misleadingly identifies a person or otherwise misrepresents a particular person in a way that is defamatory. Parodies are not included in this definition unless they do not fall within any of the other provisions of this clause;
OR [3];
- 6.3.10 Implies an association with a person or entity where none exists;
- 6.3.11 Infringes, or threatens to infringe, the rights (including copyright, trade marks, patents and database rights) of a third party; or
- 6.3.12 Is made in breach of a duty owed to a third party including, but not limited to, duties of confidence.

6.4 [Please note that the provisions of sub-Clause 6.3.12 apply only to content in question has directly or indirectly caused or contributed to, therefore, be in breach of these Terms and Conditions. If you are a user of a website on which you have posted content such as comments that violate the above criteria.]

7. Links to Other Content

We may provide links to other websites, web apps and downloadable content that are not under Our control. We neither endorse nor warrant third party content. The provision of such links does not imply any endorsement of the linked content.

8. User Content

- 8.1 You agree that you are responsible for any and all User Content that you create or upload. Specifically, you agree, represent and warrant that you own the User Content and have the right to use all of it. You warrant that the User Content is comprised and that it will not infringe any applicable law, policy, or third party rights. You agree to our Usage Policy, detailed in Clause 10.
- 8.2 You agree that you will, to the fullest extent permissible by law, indemnify Us from and hold Us harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees) that we may incur as a result of such breach.
- 8.3 You (or your licensee) retain ownership of your User Content and all intellectual property therein. By creating or uploading User Content, you grant Us a non-exclusive, fully transferable, exclusive license to use, store, archive, syndicate, distribute, prepare derivative works from, display, perform, and otherwise use the User Content for the purposes of operating [and promoting] our services.

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8.4 If you wish to remove or modify any User Content, you may do so by <<insert brief description>>. Removing or modifying User Content does not revoke the licence granted to Us to use that User Content. We reserve the right to remove or modify any User Content that caching or referral links to that content may not be made immediately available (or may be unavailable) at all where they are outside of Our reasonable control.

8.5 [We may reject, remove or modify any User Content created or uploaded using Our Web App if, in Our sole opinion, it violates Our Acceptable Usage Policy or if we receive a complaint from a third party and determine that the User Content should be removed as a result.]

9. Intellectual Property Rights

9.1 All User Content and any intellectual property rights subsisting therein, unless specifically labelled otherwise, remain the property of the User. All User Content is licensed to Us on a non-exclusive basis for the applicable United Kingdom and international intellectual property laws.

9.2 Users may not copy, reproduce, distribute, publicly display, reproduce or create derivative works of any User's User Content without first obtaining the express written permission of the User to whom the User Content in question belongs.

9.3 [We take technical measures to prevent or restrict the ability of Users to unlawfully copy User Content using Our Web App. [<<insert optional description of technical measures>>] In spite of such measures, We do not warrant that your User Content will not be unlawfully copied without Our knowledge.]

10. Acceptable Usage Policy

10.1 You may only use Our Web App for lawful purposes that is lawful and that complies with the provisions of applicable law, including but not limited to:

10.1.1 You must comply fully with any and all applicable laws, regulations, and/or regulations;

10.1.2 You must not use Our Web App in any way, or for any purpose, that is unlawful or prohibited by applicable law;

10.1.3 You must not use Our Web App in any way, or for any purpose, that knowingly send, upload, or in any other way transmit any form of virus or other malware, or any code designed to adversely affect computer hardware, software, or data in any way; and

10.1.4 You must not use Our Web App in any way, or for any purpose, that is intended to harm or harass any person or persons in any way.

10.2 The following types of User Content are not permitted on Our Web App and you must not create, upload, or otherwise do anything that:

10.2.1 [is sexually explicit or obscene]

10.2.2 is obscene, defamatory, or otherwise inflammatory;

10.2.3 promotes or incites violence or hatred;

10.2.4 promotes or incites unlawful activity;

10.2.5 is discriminatory on the basis of race, ethnicity, sex, religion, nationality, disability, sexual orientation, or gender identity.

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10.2.6 is intended to threaten, harass, annoy, alarm, or otherwise misrepresents another person;

10.2.7 is calculated to deceive;

10.2.8 is intended to infringe (or threaten to infringe) the intellectual property rights of another person;

10.2.9 misleadingly represents your identity or affiliation with a third party (obvious parody or impersonation notwithstanding) within this definition provided that such representation is not in violation of other provisions of this sub-Clause 10.2);

10.2.10 implies an affiliation with a third party where none exists;

10.2.11 infringes, or attempts to infringe, the intellectual property rights (including, but not limited to, copyright, patents, trade marks, and database rights) of a third party; or

10.2.12 is in breach of a duty of confidence owed to a third party including, but not limited to, a duty of confidence.

10.3 We reserve the right to suspend, terminate, or restrict your Account and/or your access to Our Web App if you violate any of the other provisions of this Clause 10 or any of the other provisions of these Terms and conditions. Specifically, We may take one or more of the following actions:

10.3.1 Suspend, temporarily or permanently, your Account and/or your right to access Our Web App;

10.3.2 Remove or restrict access to any content which violates this Acceptable Use Policy;

10.3.3 Issue you a cease and desist letter;

10.3.4 Take legal action against you for reimbursement of any and all costs incurred by Us in connection with this resulting from your breach;

10.3.5 Take further action against you as appropriate;

10.3.6 Disclose such information to law enforcement authorities as required by law; and/or

10.3.7 Any other action that We deem reasonably appropriate (and lawful).

10.4 We hereby exclude liability for any damages, including, but not limited to, direct, indirect, special, incidental, or consequential damages, arising out of any actions (including, but not limited to, those listed above) that We may take in response to a breach of these Terms and conditions.

11. Advertising

11.1 We may feature advertising in Our Web App and We reserve the right to remove, modify, or restrict any advertising or User Content.

11.2 You agree that you will not use HTML/CSS or by any other means to display, remove, or hide any advertising using Our Web App.

11.3 We are not responsible for the content of advertising displayed in Our Web App. You are responsible for the content of their own advertising and We are not responsible for any advertising in Our Web App including, but not limited to, errors, inaccuracies, or omissions.

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distributed denial of service attacks or other harmful material that may adversely affect you or the operation of the Web App. This includes data or other material that occurs as a result of your use of the Web App, including the downloading of any Content (including software) from any other website We may provide a link to.

13.7 We neither assume nor accept any liability or liability arising out of any disruption or non-availability of the Web App resulting from external causes including, but not limited to, network failure, host equipment failure, power outages, events, acts of war, or legal proceedings.

13.8 Nothing in these Terms shall be construed to limit or restrict Our liability in any situation where it is caused by our fraud or fraudulent misrepresentation, negligence, or for personal injury resulting from Our liability which cannot be excluded or limited by applicable consumers' legal rights. If you are a consumer, please contact your local Citizens' Advice Bureau or Trading Standards for more information.

14. Viruses, Malware and Security

14.1 We exercise all reasonable efforts to ensure that Our Web App is secure and free from malware [including, but not limited to, viruses and malware as it is known for viruses and malware as it is known]. We do not warrant that Our Web App is secure or free from viruses or malware of the same, as detailed in our Security Policy.

14.2 You are responsible for protecting your hardware, software, data and other information from internet security risks.

14.3 You must not deliberately introduce any harmful material which is malware or other malware, or any other harmful material either to or via Our Web App.

14.4 You must not attempt to gain unauthorized access to any part of Our Web App, the server on which Our Web App is stored, or any other server, computer, or database.

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

14.6 By breaching the provisions of clauses 14.3 to 14.5 you may be committing a criminal offence 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 use Our Account will be suspended and/or terminated if you breach these provisions and your Account will be deleted.

15. Privacy and Cookies

The Use of Our Web App is governed by our Privacy and Cookie [Policy] OR [Policies], available from <insert document name, path and file name> which are incorporated into these Terms.

16. Data Protection

We will only use your personal data in Our <<insert document name, path and file name>> available at <<insert document name, path and file name>>.

other harmful material that may adversely affect you or the operation of the Web App. This includes data or other material that occurs as a result of your use of the Web App, including the downloading of any Content (including software) from any other website We may provide a link to.

liability or liability arising out of any disruption or non-availability of the Web App resulting from external causes including, but not limited to, network failure, host equipment failure, power outages, events, acts of war, or legal proceedings.

cludes or restricts Our liability in any situation where it is caused by our fraud or fraudulent misrepresentation, negligence, or for personal injury resulting from Our liability which cannot be excluded or limited by applicable consumers' legal rights. If you are a consumer, please contact your local Citizens' Advice Bureau or Trading Standards for more information.

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r Privacy and Cookie [Policy] OR [Policies], available from <insert document name, path and file name> which are incorporated into these Terms.

ut in Our <<insert document name, path and file name>> available at <<insert document name, path and file name>>.

17. Communications from Us

17.1 If you have an Account, We may from time to time send you important notices by email. Such notices may include matters including, but not limited to, service changes, changes to Our Web App, and changes to Our Terms and Conditions.

17.2 We will never send you any notices of any kind without your express consent. If you do not wish to receive all marketing emails from Us, you may opt out at any time. Any and all marketing emails from Us will contain an unsubscribe link. [Email marketing preferences can also be managed in the user interface location, e.g. your Account page.] If you do not wish to receive emails from Us at any time, it may take up to <<insert number of days>> days for Us to comply with your request. During that time, you may not receive emails from Us.

17.3 For questions or comments about our communications from Us (including, but not limited to, notices), please contact Us at <<insert email address>> or via <<insert page or complaints page>>.

18. Other Important Terms

18.1 We may transfer (assign) all or part of our obligations and rights under these Terms and Conditions (and any applicable law) to a third party (this may happen, for example, in the event of a business sale or merger). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and you will continue to be bound by them.

18.2 You may not transfer (assign) all or part of your obligations and rights under these Terms and Conditions (and any applicable law) without Our express written permission.

18.3 The Contract is between Us and you. No other person or third party will be entitled to enforce any provision of these Terms and Conditions.

18.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall nevertheless be severed from the remainder of these Terms and Conditions and the remaining provisions shall be valid and enforceable.

18.5 No failure or delay in exercising any rights or remedies under these Terms and Conditions means that We will not be deemed to have waived any subsequent breach of any provision of these Terms and Conditions.

19. Changes to these Terms

19.1 We may alter these Terms and Conditions from time to time. [If We do so, details of the changes will be posted on this page.] Any such changes will become binding on you when they have been implemented on Our Web App after the changes have been implemented. You are advised to check this page from time to time.

19.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version, the current version shall prevail unless otherwise provided.

20. Contacting Us

To contact Us, please email info@simply-docs.com or by using any of the methods provided on Our [Contact Us](#) page>>.

21. Law and Jurisdiction

21.1 These Terms and Conditions shall govern the relationship between you and Us (whether you are a consumer or a business) shall be construed in accordance with the law of England & Wales] [Northern Ireland] [Scotland].

21.2 If you are a consumer and you are subject to any mandatory provisions of the law in your country, the law in Sub-Clause 21.1 above takes away or reduces your rights, you may still rely on those provisions.

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

21.4 If you are a business, any matters arising from or in connection with these Terms and Conditions, the Contract, or any other contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales] [Northern Ireland] [Scotland].

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