

## BACKGROUND:

These Terms and Conditions, together with all other documents referred to herein, set out the terms of use of Our Web App ("Our Web App"). Please read these Terms and Conditions carefully and ensure that you understand them. You must agree to these Terms and Conditions when signing up to use Our Web App. If you do not agree to comply with these Terms and Conditions, you must stop using Our Web App immediately.

and all other documents referred to herein, set out the terms of use of Our Web App ("Our Web App"). Please read these Terms and Conditions carefully and ensure that you understand them. You must agree to these Terms and Conditions when signing up to use Our Web App. If you do not agree to comply with these Terms and Conditions, you must stop using Our Web App immediately.

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

"Account"

required to access and use Our Web App as set out in Clause 4;

"Content"

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

"Contract"

the agreement between Us and you for the purchase of a Subscription to Our Web App, as set out in Clause 6;

"Order"

an order for a Subscription;

"Subscription Confirmation"

the receipt and confirmation of your payment for a Subscription;

"Subscription"

the right to access Our Web App, as set out in Clause 4, in accordance with these Terms and Conditions;

"User"

any person using Our Web App;

"User Content"

any content (s) of user content>> created by or for Users in or to Our Web App; and

"We/Us/Our"

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

## 2. Information About Us

2.1 Our Web App is owned and operated by <<insert business name>> [, a limited company registered under company number <<insert company number>>, whose registered address is <<insert registered address>> and whose main trading address is <<insert address>>].

<<insert business name>> [, a limited company registered 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>>].

- number is <<insert>>.]
- 2.2 [We are regulated by <<insert regulator(s)>>.]
- 2.3 [We are a member of <<insert association(s) etc.>>.]
- 2.4 [<<insert further info>>.]

### 3. Access and Changes to Our Web App

- 3.1 Access to Our Web App is available to you upon purchasing a Subscription. Upon purchasing a Subscription, Our Web App is available to you for the duration of that Subscription and any renewals.
- 3.2 We may from time to time make changes to Our Web App:
- 3.2.1 Minor changes, such as updates to make underlying technical improvements 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;
- 3.2.2 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). These changes will be unlikely to materially affect your use of Our Web App;
- 3.2.3 As detailed in the description of Web App description, features and functionality (including, if applicable, anything that you need to do), We reserve the right to develop and improve Our Web App and make significant changes to it. You will be informed of any and all such changes.
- 3.3 We will always aim to keep Our Web App available at all times. In certain limited cases, we may need to temporarily suspend availability to make certain improvements or to address a security issue. We are responding to an urgent issue, We will inform you in advance of any interruption of availability of Our Web App. If We need to suspend Our Web App, we will suspend it for a period of <<insert period>> [within <<insert period>>], We will suspend it for a period of up to the duration of your current Subscription period. [If We need to suspend Our Web App for longer than <<insert period>> you may also have a right to sub-Clause 8.4.5 for details.]

### 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 obtain the consent of your parent or guardian to create an Account for you and you must only use the Account with their permission.]
- 4.3 When creating an Account, the information you provide must be accurate and complete. If any information changes at a later date, it is your responsibility to ensure that the information is kept up-to-date.
- 4.4 We [require] OR [recommend] that you choose a strong password for your Account, consisting of <<insert requirements>> (e.g. "a combination of lowercase and uppercase letters, numbers and special characters").

and uppercase letters. You must keep your password secure and not share it with anyone else. If you believe your password has been compromised, please contact Us immediately. You will be liable for any unauthorised use of your Account.

- 4.5 You must not use a User Account without the express permission of the User to whom the Account is assigned.
- 4.6 Any personal information collected from a User 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 may do so at any time by clicking on the 'Close Account' link. Closing your Account will result in the removal of your User Content from Our system. If you have an active Subscription, your Account will remain active for the remainder of the Subscription period you are currently in. If you cancel your Account, we will cancel the auto-renewal of your Subscription. If you are using your Account, closing your Account will also remove any User Content that has been uploaded from Our system. [To avoid losing anything, please ensure that you have downloaded, saved, or uploaded using Our Web App, before closing your Account.]

## 5. Subscriptions, Pricing and Availability

- 5.1 We make all reasonable efforts to ensure that the services available on Our Web App correspond to the actual services that we provide. There may, however, be minor variations [due to changes in Our services, not to Our descriptions from time to time.]
- 5.2 [Please note that Our Web App does not exclude Our responsibility for any errors or omissions. It only refers to minor variations in Our services.]
- 5.3 [Where appropriate, we will prompt you to select your required Subscription. Different types of Subscriptions offer access to different features in Our Web App. Please ensure you select the appropriate Subscription when prompted.]
- 5.4 All pricing information on Our Web App is subject to change from time to time and as necessary. We reserve the right to change prices at any time and as necessary. [All Subscription prices are subject to change without notice. We reserve the right to remove special offers from time to time and as necessary. Our pricing is reviewed and updated every <<insert interval>>. We reserve the right to remove Subscriptions that have already been purchased [, but not yet activated].]
- 5.5 [All Subscription prices are subject to change without notice. We reserve the right to remove special offers from time to time and as necessary. Our pricing is reviewed and updated every <<insert interval>>. We reserve the right to remove Subscriptions that have already been purchased [, but not yet activated].]
- 5.6 [All prices include VAT. Business pricing does not include VAT.]

It is your responsibility to ensure that you do not share your Account with anyone else. You will be liable for any unauthorised use of your Account.

without the express permission of the User to whom the Account is assigned.

Any personal information collected from a User Account will be collected, used, and stored in accordance with Our obligations under the UK's data protection legislation.

If you wish to close your Account, you may do so at any time by clicking on the 'Close Account' link. Closing your Account will result in the removal of your User Content from Our system. If you have an active Subscription, your Account will remain active for the remainder of the Subscription period you are currently in. If you cancel your Account, we will cancel the auto-renewal of your Subscription. If you are using your Account, closing your Account will also remove any User Content that has been uploaded from Our system. [To avoid losing anything, please ensure that you have downloaded, saved, or uploaded using Our Web App, before closing your Account.]

We make all reasonable efforts to ensure that the services available on Our Web App correspond to the actual services that we provide. There may, however, be minor variations [due to changes in Our services, not to Our descriptions from time to time.]

[Please note that Our Web App does not exclude Our responsibility for any errors or omissions. It only refers to minor variations in Our services.]

[Where appropriate, we will prompt you to select your required Subscription. Different types of Subscriptions offer access to different features in Our Web App. Please ensure you select the appropriate Subscription when prompted.]

All pricing information on Our Web App is subject to change from time to time and as necessary. We reserve the right to change prices at any time and as necessary. [All Subscription prices are subject to change without notice. We reserve the right to remove special offers from time to time and as necessary. Our pricing is reviewed and updated every <<insert interval>>. We reserve the right to remove Subscriptions that have already been purchased [, but not yet activated].]

[All Subscription prices are subject to change without notice. We reserve the right to remove special offers from time to time and as necessary. Our pricing is reviewed and updated every <<insert interval>>. We reserve the right to remove Subscriptions that have already been purchased [, but not yet activated].]

[All prices include VAT. Business pricing does not include VAT.]

## 6. Subscriptions – How Contracts are Made

- 6.1 You will be guided through the subscription process when you make a purchase. Before you confirm your purchase, you will be given the opportunity to review your chosen subscription and any errors in your Order. Please ensure that you check the details of your purchase before confirming your purchase.
- 6.2 No part of Our Web App or any other material constitutes a contractual offer or contract. By purchasing a Subscription, you are making Us a contract. We may, at Our sole discretion, accept or reject your purchase. Once we have accepted your purchase, we will send you a Subscription Confirmation by email. Only once we have sent you a Subscription Confirmation will there be a legally binding contract between Us and you (“the Contract”).
- 6.3 Subscription Confirmation will contain the following information:
- 6.3.1 Confirmation of the Subscription including full details of the main characteristics of the Subscription of Our Web App available as part of the Contract.
- 6.3.2 Fully itemised list of the price of the Subscription, including where appropriate, taxes and other charges.
- 6.3.3 Details of the start and end date of the Subscription including the start date and the end date of the Subscription.
- 6.3.4 <<insert additional information as required>>.
- 6.4 [We can also provide you with a copy of our Subscription Confirmation on request.]
- 6.5 If We do not accept your Subscription purchase for any reason, no payment will be taken from you. If you have taken payment in some circumstances, payment will be refunded to you as soon as possible and within the refund period <<insert period>>.
- 6.6 Subject to the cancellation policy set out in Clause 8, once you have confirmed your Subscription purchase, the Subscription cannot be changed until the end or renewal date of the Subscription. Any changes made to an auto-renewing Subscription will take effect from the start of the next Subscription period.
- 6.7 By purchasing a Subscription, you are expressly requesting that you wish to have access to Our Web App. We will provide you with access to Our Web App immediately (and will be required to acknowledge your request). As a consumer, this will result in your right to cancel during the Subscription period. We do not offer an automatic cancellation. For more details of cancellation, please see Clause 8.

## 7. Payment

- 7.1 Payment for Subscriptions will be taken at the time of purchase. Your chosen payment method will be used immediately upon confirmation of your purchase.
- 7.2 We accept the following payment methods:
- 7.2.1 <<insert payment method>>
- 7.2.2 <<insert payment method>>
- 7.2.3 <<insert payment method>>
- 7.3 [We do not charge any fees for any of the payment methods listed above.]

above.]

OR

[We add a <<insert>> for the use of credit cards.]

## 8. Cancellation

- 8.1 Consumers (but not business customers) have a legal right to a “cooling-off” period within which contracts (including those formed online) can be cancelled free of charge. This period, if applicable, begins once a contract is formed and lasts for a set number of calendar days after that date.
- 8.2 Please note that, as set out in sub-Clause 6.7, because access to Our Web App is made available to you only after the purchase of a Subscription, the 14-day cooling-off period does not apply to Subscriptions.
- 8.3 [In lieu of the 14-day cooling-off period, We offer a limited short-term cancellation right to business customers] if you have purchased a Subscription and have allowed a Subscription to auto-renew when you do not wish to renew [or you have allowed a Subscription to auto-renewed]. Please contact Us within <<insert period>> of the date you allowed a Subscription to auto-renewed]. Please contact Us within <<insert period>> of the date you allowed a Subscription to auto-renewed]. Please contact Us within <<insert email address>> [or <<insert phone number>>] of where to find a cancellation form or link>>]. [Please note that cancellation is available only if you have not used Our Web App during the Subscription that you wish to cancel. If We cannot cancel your Subscription during that period, you will not be entitled to a refund of the Subscription fee.]
- 8.4 You may cancel at any time and you may be entitled to a refund of the Subscription fee in the following limited circumstances and you may be entitled to a refund of the Subscription fee for services or digital content not provided:
- 8.4.1 We have suspended, or are planning to suspend, access to Our Web App or it is faulty (please refer to Clause 6.7); or
- 8.4.2 We have implemented a significant change to Our Web App or to these Terms and Conditions that you do not agree to; or
- 8.4.3 We have increased the price or description of your Subscription and you do not wish to continue; or
- 8.4.4 There is a significant change in the availability of Our Web App that is outside of Our control; or
- 8.4.5 [We have suspended, or are planning to suspend, access to Our Web App for a period greater than <<insert period>>]; or
- 8.4.6 We have breached these Terms and Conditions or have in any way failed to comply with our obligations to you.
- 8.5 Subject to sub-Clause 8.4, you may cancel your Subscription at any time. Subscriptions cannot be cancelled. [(This is also subject to the provisions set out in sub-Clause 8.3)]. Auto-renewing Subscriptions can be cancelled at any time, however (also subject to the provisions set out in sub-Clause 8.4). Refunds can be provided and you will continue to have access to Our Web App for the duration of the remainder of the Subscription period. Cancelling an auto-renewing Subscription only prevents it from being auto-renewed.
- 8.6 To cancel a Subscription, please inform us using one of the

following methods:

8.6.1 By telephone >; or

8.6.2 By email a >>; or

8.6.3 By post > sending either a letter or Our > (<<insert link>>) providing your > telephone number and details of your > Subscription >

8.6.4 Online usi > at <<insert link>>.

8.7 [We may ask you v > cancel your Subscription and may > use any answers yo > ur Web App in the future, however > please note that yo > n to provide any details if you do > not wish to.]

8.8 Any and all refunds > le no later than 14 calendar days > after the date on w > our cancellation. Refunds will be > made to your origi > [unless you specifically request > otherwise].

8.9 In certain limited ci > examples>>] We may cancel your > Subscription and/or > We take such action, you will be > notified by email an > anation for the cancellation and/or > closure.

8.9.1 If your Ac > r Subscription cancelled because > you have > and Conditions, you will not be > entitled to > We have closed your Account and > cancelled > or, please contact Us at <<insert > email add >

8.9.2 If your Ac > your Subscription is cancelled for > any other > ded [your Subscription fee in full.] > OR [the re > r Subscription. The refund will be > calculated > of your Subscription being divided > by the tota > Subscription and multiplied by the > number of > until the end of the Subscription (or, > in the cas > criptions, until the renewal date).] > Any and > will be made no later than 14 > calendar d > ich the closure and/or cancellation > becomes > be made to your original payment > method [u > request otherwise].

## 9. Our Intellectual Property

9.1 We grant Users > ve, revocable, worldwide, non- > transferable licence > <<insert outline description of the > web app's purposes > g research and private study) and > business purposes, > and Conditions.

9.2 Subject to the licen > sub-Clause 12.3, Users retain the > ownership of copy > tual property rights in their User > Content (subject to > hat User Content and the terms of > any licence under w > ent).

9.3 All other Content in > (including all user-facing material, > and all underlying > software and databases) and the

copyright and other rights specifically labelled as such. All Content is protected by intellectual property rights in that Content, unless it has been licensed by Us. All rights reserved in the United Kingdom and international

9.4 By accepting these Terms and Conditions, you hereby undertake:

9.4.1 Not to copy, reproduce, or attempt to acquire any part of Our Web App;

9.4.2 Not to disassemble, decompile, or otherwise reverse engineer Our Web App;

9.4.3 Not to allow any third party to use Our Web App that would breach the Terms and Conditions; and

9.4.4 Not to embed or link to Our Web App on any website, intranet, or ftp server.

## 10. Links to Our Web App

10.1 You may link to Our Web App, provided that:

10.1.1 You do so in a way that does not suggest any form of association, endorsement, or approval by Us, in any part where none exists;

10.1.2 You do not use Our name or trade marks (or any others) in a way that suggests any form of association, endorsement, or approval by Us, in any part where none exists;

10.1.3 You do not use Our name or trade marks (or any others) in a way that suggests any form of association, endorsement, or approval by Us, in any part where none exists; and

10.1.4 You do not use Our name or trade marks (or any others) in a way that suggests any form of association, endorsement, or approval by Us, in any part where none exists; and

10.2 [You may not link to the homepage of Our Web App (<<insert URL>>) [unless it is a feature of Our Web App]. Deep-linking to other parts of Our Web App requires Our express written permission.]

10.3 You may not link to any other website the content of which contains material that is calculated to damage Our reputation or is otherwise inflammatory;

10.3.1 Is sexually explicit or obscene;

10.3.2 Is obscene or otherwise inflammatory;

10.3.3 Promotes or encourages unlawful activity;

10.3.4 Promotes or encourages unlawful activity;

10.3.5 Discriminates on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;

10.3.6 Is designed to threaten, harass, annoy, alarm, or otherwise harm another person;

10.3.7 Is calculated to deceive another person;

10.3.8 Is designed to infringe (or threaten to infringe) the intellectual property rights of another person or otherwise misrepresents a particular person in a way that is likely to cause confusion;

10.3.9 Misleadingly represents the identity of another person or otherwise misrepresents a particular person in a way that is likely to cause confusion;

- calculated  
definition  
provisions
- 10.3.10 Implies an
- 10.3.11 Infringes,  
rights (inc  
and datab
- 10.3.12 Is made in  
but not lim
- 10.4 [Please note that th  
[3] apply only to co  
in question has dire  
Terms and Conditio  
establish a link to C  
the above criteria.]

## 11. Links to Other Content

We may provide links to ot  
apps. Unless expressly s  
assume or accept respons  
of a link by Us is for refer  
content or of those in contr

## 12. User Content

- 12.1 You agree that you  
you create or upload  
and warrant that yo  
the right to use al  
contravene any asp
- 12.2 You agree that you  
by law, indemnify U  
Clause 12.1. You  
as a result of such b
- 12.3 You (or your license  
and all intellectual p  
User Content, you g  
royalty-free, perpet  
publish, transmit, a  
from, display, perfo  
operating [and prom
- 12.4 If you wish to ren  
description>>. Ren  
to use that User Co  
that caching or refe  
unavailable (or may  
Our reasonable con
- 12.5 [We may reject, rec  
using Our Web App

arodies are not included in this  
not fall within any of the other  
[ OR [3]);

Is where none exists;

ement of, the intellectual property  
p, copyright, trade marks, patents  
arty; or

ty owed to a third party including,  
s and duties of confidence.

ed above in sub-Clause 10.[2] OR  
ner and/or operator of the website  
, therefore, be in breach of these  
r users of a website on which you  
nt such as comments that violate

sites, web apps and downloadable  
t under Our control. We neither  
third party content. The provision  
ply any endorsement of the linked

e for any and all User Content that  
Specifically, you agree, represent  
e or upload the User Content and  
is comprised and that it will not  
age Policy, detailed in Clause 14.

ill, to the fullest extent permissible  
warranties given by you under sub-  
ny loss or damage suffered by Us

n ownership of your User Content  
therein. By creating or uploading  
l, non-exclusive, fully transferable,  
o use, store, archive, syndicate,  
distribute, prepare derivative works  
User Content for the purposes of

u may do so by <<insert brief  
revokes the licence granted to Us  
12.3. You acknowledge, however,  
ent may not be made immediately  
te at all where they are outside of

User Content created or uploaded  
t, in Our sole opinion, violates Our



Acceptable Usage Policy  
determine that the User

a complaint from a third party and  
should be removed as a result.】

### 13. Intellectual Property Rights

13.1 All User Content and any rights subsisting therein, unless specifically labelled otherwise, shall remain the property of the User. All User Content shall be subject to applicable United Kingdom and international intellectual property laws and treaties.

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

13.3 [We take technical measures to prevent and/or restrict the ability of Users to unlawfully copy User Content from Our Web App. [<insert optional description of technical measures>] Despite such measures, We do not warrant that your User Content will not be unlawfully copied without your permission.

any rights subsisting therein, unless specifically labelled otherwise, shall remain the property of the User. All User Content shall be subject to applicable United Kingdom and international intellectual property laws and treaties.

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

or restrict the ability of Users to unlawfully copy User Content from Our Web App. [<insert optional description of technical measures>] Despite such measures, We do not warrant that your User Content will not be unlawfully copied without your permission.

### 14. Acceptable Usage Policy

14.1 You may only use Our Web App and any services provided by Us that is lawful and that complies with the provisions of applicable law, including but not limited to, locally:

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

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

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

14.1.4 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.

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

14.2.1 [is sexually explicit or obscene;

14.2.2 is obscene, defamatory, or otherwise inflammatory;

14.2.3 promotes illegal activity;

14.2.4 promotes unlawful activity;

14.2.5 discriminates on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;

14.2.6 is intended to threaten, harass, annoy, alarm, or otherwise harm another person;

14.2.7 is calculated to deceive;

14.2.8 is intended to infringe (or threaten to infringe) any intellectual property rights.

er that is lawful and that complies with the provisions of applicable law, including but not limited to, locally:

y fully with any and all applicable laws, regulations, and/or regulations;

any way, or for any purpose, that is unlawful or prohibited by applicable law;

knowingly send, upload, or in any other way contains any form of virus or other malware, or otherwise intended to adversely affect computer hardware, software, or data in any kind; and

any way, or for any purpose, that is intended to harm or persons in any way.

ot permitted on Our Web App and or otherwise do anything that:

ateful, or otherwise inflammatory;

unlawful activity;

y way defamatory of, any person, sex, religion, nationality, disability,

threaten, harass, annoy, alarm, s another person;

deceive;

infringe (or threaten to infringe) any intellectual property rights.

S

14.2.9 misleading your identity (obvious person they do not 14.2);

person or otherwise misrepresents any statement that is calculated to deceive within this definition provided that other provisions of this sub-Clause

14.2.10 implies and

where none exists;

14.2.11 infringes, rights (including and database

violation of, the intellectual property rights, copyright, patents, trade marks or other rights; or

14.2.12 is in breach limited to,

disclosed to a third party including, but not limited to, duties of confidence.

14.3 We reserve the right to suspend, terminate or restrict your access to Our Web App if you breach any of the other provisions of these Terms and conditions. We may take one or more of the following actions:

to suspend, terminate or restrict your Account and/or your access to Our Web App in accordance with the provisions of this Clause 14 or any other applicable terms and conditions. Specifically, We may take the following actions:

14.3.1 Suspend, terminate or restrict your right to access Our Web App permanently, your Account and/or your right to access Our Web App (for more details regarding such cancellations see Clause 8.9);

permanently, your Account and/or your right to access Our Web App (for more details regarding such cancellations see Clause 8.9);

14.3.2 Remove any content from Our Web App which violates this Acceptable

Use Policy which violates this Acceptable

14.3.3 Issue you

any notice of breach

14.3.4 Take legal action to enforce relevant copyright, trademark, patent or other rights

seek reimbursement of any and all costs incurred by Us in connection with this resulting from your breach;

14.3.5 Take further action as we deem appropriate;

such action as we deem appropriate;

14.3.6 Disclose such breach to enforcement authorities as required by law; and/or

report such breach to enforcement authorities as required by law; and/or

14.3.7 Any other action that we deem reasonably appropriate (and which is lawful).

any other action that we deem reasonably appropriate (and which is lawful).

14.4 We hereby exclude liability for any damages, but not limited to, consequential damages, arising from breaches of these Terms and conditions.

Waiving out of any actions (including, without limitation, those that We may take in response to any breach of these Terms and conditions).

## 15. Advertising

15.1 We may feature and display advertising content in Our Web App.

Our Web App and We reserve the right to display advertising content in Our Web App and User Content.

15.2 You agree that you will not use HTML/CSS or by any other means to

remove or hide any advertising using

15.3 We are not responsible for the content of advertising material [insert business name] OR [Each user is responsible for the content of their own advertising material in Our Web App including,

any advertising in Our Web App. We are not responsible for the content of advertising material [insert business name] OR [Each user is responsible for the content of their own advertising material in Our Web App including,

## 16. Problems with Our Web App

### Rights

16.1 If you have any questions or

regarding Our Web App, please email

A

M

P

L

E

S

Us at <<insert email address>> or by any of the methods provided on Our contact page at <<insert contact page>>.

16.2 If you are a consumer, you have certain legal rights under the Consumer Rights Act 2015 that apply to Our Web App:

16.2.1 Any digital content that we supply to you must be as described, fit for purpose, and of satisfactory quality. If digital content is faulty, you may be entitled to a replacement. If a fault cannot be remedied, or if it cannot be remedied within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund. Our failure to exercise reasonable care and skill in the provision of which Our Web App is comprised may result in (or may be expected to result in) damages your device or other property. You may be entitled to a repair or replacement.

16.2.2 Any service that we supply to you must be provided with reasonable care and skill and in accordance with the information provided by Us. If We fail to do so, you may be entitled to require Us to repeat or otherwise provide such a remedy, a full or partial refund, or a replacement.

16.2.3 For more information about your rights and remedies as a consumer, you should contact your local Citizens Advice Bureau or Trading Standards.

A

M

## 17. Disclaimers

17.1 No part of Our Web App or any accompanying documentation (whether in electronic or printed form) constitutes advice on which you should rely and is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to <<insert relevant activity>> to which the web app relates>>.

17.2 Subject to your legal obligations under Clause 16), insofar as we make any representation, warranty, or guarantee, we do not warrant, either expressly or impliedly, that it will be fit for a particular purpose, that it will be suitable for use by third parties, that it will be secure.

17.3 We make reasonable efforts to ensure that the content contained within Our Web App is complete, accurate and up-to-date. We do not, however, make any representation, warranty, or guarantee (whether express or implied) that the content is complete, accurate or up-to-date.

17.4 We are not responsible for any inaccuracies, or for any opinions, views, or values expressed or created or uploaded using Our Web App. Any such opinions or values are those of the relevant User, and we do not reflect Our own.

P

L

## 18. Our Liability

18.1 If you are a consumer, we will not be liable to you for any foreseeable loss or damage that is caused by or as a result of Our breach of these Terms and Conditions or Our negligence, except insofar as it cannot be excluded by law. Loss or

accompanying documentation (whether in electronic or printed form) constitutes advice on which you should rely and is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to <<insert relevant activity>> to which the web app relates>>.

consumer (as summarised above in Clause 16), insofar as we make any representation, warranty, or guarantee, we do not warrant, either expressly or impliedly, that it will be fit for a particular purpose, that it will be suitable for use by third parties, that it will be secure.

the content contained within Our Web App is complete, accurate and up-to-date. We do not, however, make any representation, warranty, or guarantee (whether express or implied) that the content is complete, accurate or up-to-date.

accuracy, or for any opinions, views, or values expressed or created or uploaded using Our Web App. Any such opinions or values are those of the relevant User, and we do not reflect Our own.

to you for any foreseeable loss or damage that is caused by or as a result of Our breach of these Terms and Conditions or Our negligence, except insofar as it cannot be excluded by law. Loss or

E

S

damage is foreseeable and was contemplated by you at the time the contract between us was formed.

It is obvious that it will occur or was contemplated by you at the time the contract between us was formed.

18.2 If you are a business, we accept no liability for any foreseeable loss or damage resulting from a breach of statutory duty or the use of (or inability to use) Our Content (whether the Content is included in Our Web App or whether it is User Content)

permissible by law, We accept no liability for any foreseeable loss or damage resulting from a breach of statutory duty or the use of or reliance upon any Our Content (whether the Content is included in Our Web App or whether it is User Content)

18.3 To the fullest extent permitted by law, we accept no liability to consumers or businesses for loss or damage resulting from the use of Our Web App or any Content included in Our Web App.

We accept no liability to consumers or businesses for loss or damage resulting from the use of Our Web App or any Content included in Our Web App.

18.4 To the fullest extent permitted by law, we exclude all representations, warranties, and guarantees (express or implied) that may apply to Our Web App or any Content included in Our Web App.

We exclude all representations, warranties, and guarantees (express or implied) that may apply to Our Web App or any Content included in Our Web App.

18.5 If you are a business, we accept no liability for loss of profits, sales, business revenue; loss of or damage to goodwill or reputation; loss of anticipated savings; or any other loss or damage.

for loss of profits, sales, business revenue; loss of or damage to goodwill or reputation; loss of anticipated savings; or any other loss or damage.

18.6 We exercise all reasonable efforts to ensure that Our Web App is free from viruses and other malware, but we accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect you or your data or other material that occurs as a result of your use of Our Web App or any Content (including User Content) included in Our Web App. We may provide a list of known viruses and other malware.

to ensure that Our Web App is free from viruses and other malware, but we accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect you or your data or other material that occurs as a result of your use of Our Web App or any Content (including User Content) included in Our Web App. We may provide a list of known viruses and other malware.

18.7 We neither assume nor warrant that Our Web App will be available without interruption or non-availability, including, but not limited to, network communications, network congestion, network restrictions and censorship, or other factors.

liability or liability arising out of any interruption or non-availability of Our Web App resulting from external causes, including, but not limited to, network communications, network congestion, network restrictions and censorship, or other factors.

18.8 Nothing in these Terms and Conditions shall limit or restrict Our liability in any situation where it is not excluded or restricted by law, including those relating to fraudulent misrepresentation, negligence, or for which liability cannot be excluded or restricted by law. For more information, please contact your local Citizens' Advice Bureau or Trading Standards.

cludes or restricts Our liability in any situation where it is not excluded or restricted by law, including those relating to fraudulent misrepresentation, negligence, or for which liability cannot be excluded or restricted by law. For more information, please contact your local Citizens' Advice Bureau or Trading Standards.

## 19. Viruses, Malware and Security

19.1 We exercise all reasonable efforts to ensure that Our Web App is secure and free from viruses and other malware, but we accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect you or your data or other material that occurs as a result of your use of Our Web App or any Content (including User Content) included in Our Web App. We may provide a list of known viruses and other malware.

to ensure that Our Web App is secure and free from viruses and other malware, but we accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect you or your data or other material that occurs as a result of your use of Our Web App or any Content (including User Content) included in Our Web App. We may provide a list of known viruses and other malware.

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

hardware, software, data and other information from internet security risks.

19.3 You must not deliberately introduce viruses or other malware, or any other harmful material, into Our Web App or any Content included in Our Web App.

viruses or other malware, or any other harmful material, into Our Web App or any Content included in Our Web App.

A

M

P

L

E



S

# A

M

# P

# E

- 23.2 You may not transfer or assign Our rights under these Terms and Conditions (and any sub-licenses that may be applicable) without Our express written permission.

23.3 The Contract is between Us and You and is not intended to benefit any other person or third party. No person or party will be entitled to enforce any provision of the Contract except the provisions of these Conditions.

23.4 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 of these Terms and Conditions shall be valid and enforceable.

23.5 No failure or delay in exercising any right or remedy under these Terms and Conditions means that you have waived any provision of Our rights under these Terms and Conditions. No waiver by Us of that right, and no waiver by Us of any provision of these Terms and Conditions means that We will not be deemed to have waived any other provision.

## 24. Changes to these Terms

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

24.2 In the event of any conflict between the current version of these Terms and Conditions and any other documents, the provisions current and in effect shall prevail unless otherwise.

## 25. Contacting Us

To contact Us, please email [info@bentley.com](mailto:info@bentley.com) or by using any of the methods provided on Our [contact page](#).

## 26. Law and Jurisdiction

- |      |  |
|------|--|
| 26.1 | These Terms and Conditions (whether or not they are incorporated by reference) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].   |
| 26.2 | If you are a consumer, you agree that you will not rely on any mandatory provisions of the law in your country if the law in Sub-Clause 26.1 above takes away or reduces your rights.  |
| 26.3 | If you are a consumer, any controversy, proceedings or claim between you and Us 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 England, Wales, Scotland, or Northern Ireland, as the case may be. |
| 26.4 | If you are a business, any controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, any matters arising therefrom or otherwise) shall be subject to the jurisdiction of England, Wales, Scotland, or Northern Ireland, as the case may be.                             |

exclusive jurisdiction  
[Scotland].

and Wales] [Northern Ireland]

S  
A  
M  
P  
L  
E