T

S

BACKGROUND:

These Terms and Condition herein, set out the terms website address>> ("Our s and ensure that you unders by these Terms and Cond AND/OR [You will be requ signing up for an Account1. Terms and Conditions, you d all other documents referred to may use this website, <<insert e Terms and Conditions carefully ment to comply with and be bound r upon vour first use of Our Site1 hese Terms and Conditions when omply with and be bound by these e immediately.

1. **Definitions and Interpreta**

In these Terms an following expression

"Account"

"Bloa"

"Comment"

"Content"

"Post"

"User"

"We/Us/Our"

e context otherwise requires, the anings:

quired for a User to access Site, as detailed in Clause 4;

on Our Site, created by a User, bmitted by that User;

h a Blog or Post on Our Site made

xt, images, audio, video, scripts, bases and any other form of of being stored on a computer that part of, Our Site:

d by a User in a Blog on Our Site;

Site: and

hess name>> [, a company under <<insert company gistered address is <<insert and whose main trading address ddress>>.

2. **Information About Us**

- 2.1 Our Site, <<insert business name>> company number> address>> and who [Our VAT number is
- 2.2 We are regulated b
- 2.4 [<<insert further info</p>

bwned and] operated by <<insert stered in England under <<insert address is <<insert registered s is] OR [of] <<insert address>>. ٠.]

1

gulator(s)>>.]

sociation(s) etc.>>.]

3. Access to Our Site

- 3.1 Access to Our Site
- 3.2 It is your responsib to access Our Site.
- 3.3 Access to Our Site alter, suspend or without notice. We of it) is unavailable

4. Accounts

- 4.1 Certain parts of Ou require an Account
- 4.2 You may not create [If you are under << Site that require a Account for you and
- 4.3 When creating an A complete. If any responsibility to ens
- 4.4 We [require] OR [r Account, consisting and uppercase lette keep your passwor else.] If you belie please contact Us liable for any unauth
- 4.5 You must not use a the User to whom the
- 4.6 Any personal inform held in accordance out in Clause 16.
- 4.7 If you wish to close Account will result will also remove a access.
- 4.8 If you close your A will be deleted. A Posts will [also be "removing your use

5. Intellectual Property Righ

- 5.1 With the exception
 Content on Our Sit
 subsisting in that Cohas been licensed
 Posts) is protected
 property laws and tr
- 5.2 Subject to the licer ownership of copyr content of their Blog

arrangements necessary in order

n an "as available" basis. We may any part of it) at any time and in any way if Our Site (or any part eriod.

y to create Blogs and Posts) may

nder <<insert age>> years of age. e and wish to use the parts of Our t or guardian should create the count with their supervision.]

you provide must be accurate and anges at a later date, it is your kept up-to-date.

oose a strong password for your e.g. "a combination of lowercase ols">>. It is your responsibility to share your Account with anyone ng used without your permission, email address>>. We will not be unt.

without the express permission of

ccount will be collected, used, and obligations under the law, as set

do so at any time. Closing your formation. Closing your Account our Site requiring an Account for

sts you have created on Our Site made on other Users' Blogs or nised by <<insert description, e.g.

s and Posts (see Clause 6), all other intellectual property rights / labelled otherwise, belongs to or cluding the content of Blogs and gdom and international intellectual

sub-Clause 6.4, Users retain the al property rights subsisting in the (unless any part of that content is owned by a third material to be used)

- 5.3 For personal use (ir
 - 5.3.1 Access, view browsing car
 - 5.3.2 Download O
 - 5.3.3 Print [one cd
 - 5.3.4 Download, d Our Site;
 - 5.3.5 Save pages
 - 5.3.6 View and us with Clause
- 5.4 You may not use downloaded, copie commercial purpos licensors, or from t the normal access purposes whether b
- 5.5 You may not systen or compiling any fo database unless giv
- 5.6 Subject to sub-Clau and Comments) yo sub-licence, store, material from Our S further information.
- 5.7 Our status as the identified licensors
- 5.8 [Nothing in these provisions of Chap 'Acts Permitted in making of temporar for text and data quotation and new incidental inclusion

6. Blogs, Posts and Comme

- 6.1 An Account is required Comment on other information.
- 6.2 You agree that you for any Comments represent and warr submit and that Acceptable Usage F
- 6.3 You agree that you by law, indemnify U Clause 6.2. You wi

heir express permission for their

vate study) only, you may:

web browser (including any web bes of software or app);

or caching;

Our Site:

wise save extracts from pages on

d/or offline viewing; and

sts and Comments in accordance

g Blogs, Posts and Comments) herwise saved from Our Site for a licence to do so from Us, our propriate. [This does not prohibit Our Site for general information sumers].

m Our Site with a view to creating llection, compilation, directory, or on to do so.

Clause 7 (governing Blogs, Posts roduce, copy, distribute, sell, rent, er re-use Content or any other written permission to do so. For nsert email address>>.

e content on Our Site (or that of must always be acknowledged.

mits or excludes the fair dealing, Designs and Patents Act 1988 Vorks', covering in particular the rivate study; the making of copies ercial research; criticism, review, parody or pastiche; and the

ate a Blog, submit Posts, and/or Please refer to Clause 4 for more

le for your Blog(s) and Posts and Our Site. Specifically, you agree, right to use the content that you or Comments comply with Our Clause 8.

ill, to the fullest extent permissible arranties given by you under subloss or damage suffered by Us as a result of such brea

- 6.4 You (or your licensed Blog(s), Posts and therein. When younconditional, nor [irrevocable,] world transmit, adapt, eddisplay, perform an for the purposes of
- 6.5 If you wish to rer description>>. The however due to th reblogs, quotes etc. also revokes the lic Clause 6.4.] Please not be made immed where they are outs
- 6.6 If you wish to re description>>. The <<insert description [Removing a Common Comment under some references to your may not be made u control).
- 6.7 We may reject, recl Site where their co Policy, or if We rec Blog, Post or Comm

7. Intellectual Property Ri Comments

- 7.1 The content of Blo and other intellectulabelled otherwise, along with the Blo protected by applications and treaties.
- 7.2 You may copy and [Comments] within system does this at in any other way, y permission to do so
- 7.3 [Nothing in these provisions of Chapt Permitted in Relatio temporary copies; and data analysis and news reportir inclusion of copyrigl

n ownership of the content of your ellectual property rights subsisting or Comment you grant Us an ferable, royalty-free, perpetual, tore, archive, syndicate, publish, prepare derivative works from, nt of your Blog, Post or Comment our Site.

you may do so by <insert brief n will be deleted from Our Site [, Site, any <<insert activities, e.g. emain]. [Removing a Blog or Post use that Blog or Post under subferences to your Blog or Post may ay not be made unavailable at all introl).

I may do so by <<insert brief I be [deleted] OR [anonymised by our username and avatar">>]. cence granted to Us to use that note, however, that caching or nade immediately unavailable (or ney are outside of Our reasonable

ogs, Posts or Comments from Our n, violates Our Acceptable Usage third party and determine that the e removed as a result.

her Users' Blogs, Posts and

ts on Our Site and the copyright isting therein, unless specifically nationally licensed by the User identified nation and all such content is international intellectual property

of] other Users' [Posts] AND/OR he original User is credited. [Our note to re-use another User's content redirectly and obtain their express

mits or excludes the fair dealing esigns and Patents Act 1988 'Acts overing in particular the making of dy; the making of copies for text earch; criticism, review, quotation or pastiche; and the incidental

8. Acceptable Usage Policy

- 8.1 You may only use (Posts, and Comme provisions of this Cl
 - 8.1.1 you must en national and
 - 8.1.2 you must no unlawful or f
 - 8.1.3 you must no way transmi any other of software, or
 - 8.1.4 you must no intended to h
- 8.2 When creating Bloway using Our Single anything that:
 - 8.2.1 [is sexually 6
 - 8.2.2 is obscene,
 - 8.2.3 promotes vid
 - 8.2.4 promotes or
 - 8.2.5 discriminate group or cla sexual orien
 - 8.2.6 is intended inconvenien
 - 8.2.7 is calculated
 - 8.2.8 is intended another persin a way that
 - 8.2.9 misleadingly identity or a parodies are fall within an
 - 8.2.10 implies any f
 - 8.2.11 infringes, or rights (included database rights)
 - 8.2.12 is in breach limited to, co
- 8.3 We reserve the righto Our Site if you nother provision take one or more of

ot limited to, the creation of Blogs, lawful and that complies with the

y with any and all applicable local, regulations;

way, or for any purpose, that is

ngly send, upload, or in any other form of virus or other malware, or rsely affect computer hardware,

way, or for any purpose, that is ons in any way.

(or communicating in any other communicate, or otherwise do

teful or otherwise inflammatory;

lawful activity;

way defamatory of, any person, ex, religion, nationality, disability,

threaten, harass, annoy, alarm, another person;

deceive:

infringe (or threaten to infringe) therwise uses their personal data to;

n or otherwise misrepresents your s calculated to deceive (obvious definition provided that they do not of this sub-Clause 8.2);

where none exists;

ment of, the intellectual property ppyright, patents, trade marks and

to a third party including, but not es of confidence.

your Account and/or your access visions of this Clause 8 or any of conditions. Specifically, We may



8.3.1 suspend, w your right to

- 8.3.2 remove any Usage Policy
- 8.3.3 issue you wi
- 8.3.4 take legal p relevant cos
- 8.3.5 take further
- 8.3.6 disclose suc as We deem
- 8.3.7 any other ad
- 8.4 We hereby exclude but not limited to breaches of these T

9. Links to Our Site

- 9.1 You may link to Our
 - 9.1.1 you do so in
 - 9.1.2 you do not of endorsemen
 - 9.1.3 you do not u Our express
 - 9.1.4 you do not of or to take un
- 9.2 [You may link to an

OR

- 9.2 [You may not link to URL>>. Deep-lir permission.]
- 9.3 [Framing or embed Our express writte address>> for further
- 9.4 You may not link to material that:
 - 9.4.1 [is sexually e
 - 9.4.2 is obscene,
 - 9.4.3 promotes vid
 - 9.4.4 promotes or
 - 9.4.5 discriminate group or cla sexual orien
 - 9.4.6 is intended inconvenient

5

ermanently, your Account and/or

you that violates this Acceptable

for reimbursement of any and all resulting from your breach;

s appropriate;

rcement authorities as required or and/or

onably appropriate (and lawful).

sing out of any actions (including, at We may take in response to

suggests any form of association, where none exists;

arks displayed on Our Site without

culated to damage Our reputation

e homepage of Our Site, <<insert requires Our express written

websites is not permitted without contact Us at <<insert email

site the content of which contains

teful, or otherwise inflammatory;

lawful activity:

way defamatory of, any person, ex, religion, nationality, disability,

threaten, harass, annoy, alarm, another person;



9.4.7 is calculated

- 9.4.8 is intended another pers
- 9.4.9 misleadingly identity or af deceive (obtained they do Clause 9.4);
- 9.4.10 implies any
- 9.4.11 infringes, or rights (includatabase rights)
- 9.4.12 is made in b not limited to
- 9.5 [The content restrict to sites by other us with the provisions from posting links of another user may posting links on well content from users.]

10. Links to Other Sites

Links to other sites may be are not under Our control. the content of third party sit information only and does those in control of them.

11. [Advertising

- 11.1 We may feature ad advertising on your
- 11.2 You agree that you HTML/CSS or by ar
- 11.3 We are not respo [<<Insert business material] OR [Eac advertising material Site including, but n

12. Disclaimers and Legal Ri

- 12.1 Nothing on Our Site for general information should always be sof information/activity
- 12.2 Insofar as is perm guarantee that Our rights of third partie or that it will be sect
- 12.3 If, as a result of Ou

deceive another person;

nfringe (or to threaten to infringe)

on or otherwise misrepresents the rson in a way that is calculated to ncluded in this definition provided the other provisions of this sub-

where none exists;

ment of, the intellectual property to, copyright, trade marks and

wed to a third party including, but duties of confidence.

do not apply to content submitted imary purpose of the site accords a are not, for example, prohibited I networking sites merely because ou are, however, prohibited from encourage the submission of such

nless expressly stated, these sites accept responsibility or liability for ik to another site on Our Site is for nent of the sites themselves or of

d We reserve the right to display

ove or hide any advertising using

of any advertising on Our Site. e for the content of advertising ble for the content of their own nsible for any advertising on Our naccuracies, or omissions.

hich you should rely. It is provided Professional or specialist advice action relating to <<describe type lates>>.1

no representation, warranty, or ements, that it will not infringe the le with all software and hardware.

sonable care and skill, any digital



content from Our S to you, as a consumore details conce contact your local O

- 12.4 We make reasona complete, accurate representations, wa the Content is comp
- 12.5 We are not respons or values expresse Any such opinions, reflect Our opinions

13. Our Liability

- 13.1 To the fullest exten any loss or dama (including negligend or in connection wit reliance upon any contained in Blogs, Site.
- 13.2 To the fullest exter warranties, and gue Our Site or any County (Users) included on
- 13.3 [Our Site is intend user, We accept no of business opport business interruptio
- 13.4 We exercise all rea viruses and other n no liability for any I distributed denial of adversely affect you a result of your us (including any prov site referred to on C
- 13.5 We neither assum disruption or non-including, but not I communications in restrictions and cen
- 13.6 Nothing in these To fraud or fraudulent from negligence, or restricted by law. relating to digital co Trading Standards (

14. Viruses, Malware and Sed

14.1 We exercise all reas

or other digital content belonging d to certain legal remedies. For emedies as a consumer, please Trading Standards Office.

nat Our Content on Our Site is e do not, however, make any (whether express or implied) that late.

curacy, or for any opinions, views, r Comments submitted by Users. se of the relevant User, and do not way.

accept no liability to any User for e or otherwise, in contract, tort y duty, or otherwise, arising out of to use) Our Site or the use of or Content is provided by Us or eated by Users) included on Our

We exclude all representations, ess or implied) that may apply to Posts, or Comments created by

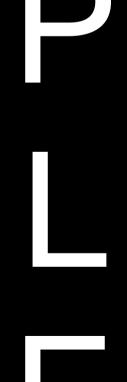
use only.] If you are a business, sales, business or revenue; loss ation; loss of anticipated savings; pnsequential loss or damage.

ensure that Our Site is free from ct to sub-Clause 12.3, We accept from a virus or other malware, a narmful material or event that may ta or other material that occurs as the downloading of any content Comments) from it) or any other

lity or liability arising out of any resulting from external causes nt failure, host equipment failure, events, acts of war, or legal

cludes or restricts Our liability for death or personal injury resulting bility which cannot be excluded or mers' legal rights, including those or local Citizens' Advice Bureau or

ensure that Our Site is secure and ng, but not limited to, the scanning



of all Content uploa

- 14.2 You are responsibl material from viruse
- 14.3 You must not delib
- 14.4 You must not attem server on which Ou connected to Our S
- 14.5 You must not atta distributed denial of
- 14.6 By breaching the committing a crimin all such breaches v and We will cooper them. Your right to breach and, where

15. Privacy and Cookies

We will only use your pers from <<insert link>> [and C

16. Communications from Us

- 16.1 If you have an Acco by email. Such no service changes, c your Account.
- 16.2 We will never send consent. If you do all marketing emails options can also preferences>>.] If take up to <<insert effect.
- 16.3 For questions or co limited to marketing via <<insert link to e

17. Changes to these Terms

- 17.1 We may alter these the changes will be become binding on been implemented. time.
- 17.2 In the event of any Conditions and any shall prevail unless

18. Contacting Us

To contact Us, please en methods provided on Our of

for viruses and malware].

rdware, software, data and other ternet security risks.

s or other malware, or any other harmful either to or via Our Site.

access to any part of Our Site, the her server, computer, or database

of a denial of service attack, a other means.

ses 14.3 to 14.5 you may be nputer Misuse Act 1990. Any and evant law enforcement authorities rities by disclosing your identity to mmediately in the event of such a will be suspended and/or deleted.

ut in Our Privacy Policy, available ole from <<insert link>>].

o time send you important notices ters including, but not limited to, and Conditions, and changes to

of any kind without your express may opt out at any time. Any and nsubscribe link. [Email marketing ert location, e.g. your Account emails from Us at any time, it may for your new preferences to take

cations from Us (including, but not Us at <<insert email address>> or plaints page>>.

t any time. [If We do so, details of this page.] Any such changes will of Our Site after the changes have ed to check this page from time to

rrent version of these Terms and e provisions current and in effect erwise.

I address>> or using any of the ink to contact page>>.



19. Law and Jurisdiction

- 19.1 These Terms and (whether contractual accordance with the
- 19.2 If you are a consur law in your country away or reduces yo
- 19.3 If you are a consider between you and relationship betwee subject to the juri Northern Ireland, as
- 19.4 If you are a busine the relationship be associated therewit [non] exclusive jur Ireland] [Scotland].

elationship between you and Us governed by, and construed in s] [Northern Ireland] [Scotland].

n any mandatory provisions of the in Sub-Clause 19.1 above takes o rely on those provisions.

ntroversy, proceedings or claim Terms and Conditions, or the contractual or otherwise) shall be of England, Wales, Scotland, or dency.

hing these Terms and Conditions, any matters arising therefrom or otherwise) shall be subject to the of [England & Wales] [Northern