

BACKGROUND:

These Terms of Use, together with any other documents referred to herein, set out the terms of use of this website, <<insert website address>> ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. [You must agree to these Terms of Use before you can use Our Site] **AND/OR** [You will be deemed to accept these Terms of Use when signing up for an Account]. If you do not agree to comply with these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to the sale of Paid Content. Please refer to our Terms of Sale for more information <<insert link to Terms of Sale>>.

1. Definitions and Interpretation

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

"Account"

"Content"

"Paid Content"

"User"

"User Content"

"We/Us/Our"

2. Information About Us

2.1 Our Site, <<insert business name>> [a company registered in England under <<insert company number>>] has its registered address at <<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)>>].

any other documents referred to herein, set out the terms of use of this website, <<insert website address>> ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. [You must agree to these Terms of Use before you can use Our Site] **AND/OR** [You will be deemed to accept these Terms of Use when signing up for an Account]. If you do not agree to comply with these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to the sale of Paid Content. Please refer to our Terms of Sale for more information <<insert link to Terms of Sale>>.

otherwise requires, the following definitions shall apply:

"Account" means an account required for a User to access certain areas of Our Site, as detailed in our Account Policy.

"Content" means text, images, audio, video, scripts, databases and any other form of digital content, whether or not being stored on a computer that is part of, Our Site;

"Paid Content" means Content that made available for sale via Our Site;

"User" means any person who uses Our Site;

"User Content" means any Content submitted to Our Site by Users, whether or not being stored on a computer that is part of, Our Site, including, but not limited to, <<insert type(s) of content>>, such as, but not limited to, product reviews, product ratings, product feedback, and product suggestions.

"We/Us/Our" means <<insert business name>> [a company registered in England under <<insert company number>>] has its registered address at <<insert registered address>> and whose main trading address is <<insert address>>].

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

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

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

2.4 [<<insert further info>>.]

3. Access to Our Site

3.1 Access to Our Site

3.2 It is your responsibility to make the necessary arrangements necessary in order to access Our Site.

3.3 Access to Our Site may be interrupted on an "as available" basis. We may alter, suspend or change any part of it) at any time and without notice. We may change in any way if Our Site (or any part of it) is unavailable for a certain period.

4. Accounts

4.1 Certain parts of Our Site (e.g. Paid Content) may require an Account to purchase Paid Content from Us) may require an Account to access them.

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 the parts of Our Site that require an Account, your parent or guardian should create the Account for you and supervise your use of the Account with their supervision.].

4.3 When creating an Account, you must provide accurate and complete information. 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 a combination of lowercase and uppercase letters, numbers and special characters (e.g. "a combination of lowercase letters, numbers and special characters" >>). It is your responsibility to keep your password confidential and not to share your Account with anyone. If your Account is used without your permission, you will be held responsible. We will not be liable for any unauthorized use of your Account.

4.5 You must not use the Account without the express permission of the User to whom the Account is assigned.

4.6 Any personal information collected through the Account will be collected, used, and stored in accordance with our privacy policy and obligations under the law, as set out in Clause 17.

4.7 If you wish to close your Account, you can do so at any time. Closing your Account will result in the removal of all information. Closing your Account will also remove all access to the Account. [<<Insert additional information about what will happen to a user's data>>].

4.8 [If you close your Account, all User Content, e.g. reviews, comments etc.>>] Our Site will be [deleted] OR [anonymised by <<insert details>>] "removing your username and password".]

5. Intellectual Property Rights

5.1 With the exception of the Content created by Us, all Content included on Our Site and the content of the Content, unless otherwise stated, is protected by applicable United Kingdom intellectual property laws and

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treaties.

- 5.2 Subject to sub-Clause 5.3, you may not reproduce, copy, distribute, sell, rent, lease, loan, or otherwise make available from Our Site unless you obtain prior written permission to do so by Us.

- 5.3 You may:

5.3.1 Access, view and use the Content on Our Site using a web browser (including any web browser plug-ins, extensions or add-ons) or other software or app;

5.3.2 Download and use the Content on Our Site if we have provided a link enabling you to do so;

5.3.3 Download or copy the Content on Our Site for caching;

5.3.4 Print [one copy] of the Content on Our Site;

5.3.5 Download or copy the Content on Our Site; and

5.3.6 Save pages of the Content on Our Site for on- and/or offline viewing.

- 5.4 Our status as the licensor of the Content on Our Site (or that of any identified licensors, if applicable) may be acknowledged.

- 5.5 You may not use any Content on Our Site for commercial purposes without obtaining a licence from Us (or our licensors, as appropriate). This does not prohibit the normal access, viewing and use of the Content on Our Site for information purposes whether by individual users or by business users or companies.

- 5.6 [Nothing in these Terms of Use shall limit or restrict the rights included in the fair dealing provisions of the Copyright, Designs and Patents Act 1988 'Acts Permitted in Particular the making of temporary copies; research and private study; criticism, review, quotation and news reporting; caricature, pastiche and the incidental inclusion of copyright material.].

6. User Content

- 6.1 User Content on Our Site may include (but is not necessarily limited to) <<insert appropriate examples, e.g. product reviews, comments etc.>>.

- 6.2 An Account is required to submit User Content. Please refer to Clause 4 for more information.

- 6.3 You agree that you are responsible for your User Content. You warrant that you have the right to submit the User Content and that the User Content will comply with Our Acceptable Usage Policy.

- 6.4 You agree that you will, to the fullest extent permissible by law, indemnify Us against all claims, damages, losses and expenses (including reasonable legal fees) that we may incur as a result of such breach.

- 6.5 You (or your licensors) retain ownership of your User Content and all intellectual property rights therein. When you submit User Content you grant Us a non-exclusive, fully transferrable, exclusive licence to use, store, archive, reproduce, distribute, prepare derivative works from and sub-licence your User Content for

you may not reproduce, copy, distribute, sell, rent, lease, loan, or otherwise make available from Our Site unless you obtain prior written permission to do so by Us.

using a web browser (including any web browser plug-ins, extensions or add-ons) or other software or app;

if we have provided a link enabling you to do so;

for caching;

Our Site;

Our Site; and

and/or offline viewing.

the Content on Our Site (or that of any identified licensors, if applicable) may be acknowledged.

obtaining a licence from Us (or our licensors, as appropriate). This does not prohibit the normal access, viewing and use of the Content on Our Site for information purposes whether by individual users or by business users or companies.

includes the fair dealing provisions of the Copyright, Designs and Patents Act 1988 'Acts Permitted in Particular the making of temporary copies; research and private study; criticism, review, quotation and news reporting; caricature, pastiche and the incidental inclusion of copyright material.].

not necessarily limited to) <<insert appropriate examples, e.g. product reviews, comments etc.>>.

submit User Content. Please refer to Clause 4 for more information.

responsible for your User Content. You warrant that you have the right to submit the User Content and that the User Content will comply with Our Acceptable Usage Policy.

will, to the fullest extent permissible by law, indemnify Us against all claims, damages, losses and expenses (including reasonable legal fees) that we may incur as a result of such breach.

ownership of your User Content and all intellectual property rights therein. When you submit User Content you grant Us a non-exclusive, fully transferrable, exclusive licence to use, store, archive, reproduce, distribute, prepare derivative works from and sub-licence your User Content for

- the purposes of operating Our Site. In addition, you also grant Other Users the right to use and display the User Content within Our Site.
- 6.6 If you wish to remove User Content from Our Site, the User Content in question will be [insert description, e.g. "removing your user name or references to your user name" (or may not be made immediately unavailable where they are outside of Our reasonable control)]
- 6.7 We may reject, reclaim, or remove User Content from Our Site where, in Our sole opinion, it is in violation of Our Usage Policy, or if We receive a complaint from a third party that the User Content in question should be removed.
- 7. Links to Our Site**
- 7.1 You may link to Our Site, provided that:
- 7.1.1 you do so in a way that does not suggest any form of association, endorsement or approval by Us where none exists;
 - 7.1.2 you do not use Our name or marks displayed on Our Site without Our express written permission;
 - 7.1.3 you do not do anything calculated to damage Our reputation or to take unfair advantage of Us;
- 7.2 [You may link to any page on Our Site, including Our homepage, <<insert URL>>. Deep-linking to any page on Our Site requires Our express written permission. Please contact Us at <<insert email address>> for further information.]
- OR**
- 7.2 [You may not link to any page on Our Site, including Our homepage, <<insert URL>>. Deep-linking to any page on Our Site requires Our express written permission. Please contact Us at <<insert email address>> for further information.]
- 7.3 [Framing or embedding content from Our Site on another website is not permitted without Our express written permission. Please contact Us at <<insert email address>> for further information.]
- 7.4 You may not link to any page on Our Site, including Our homepage, <<insert URL>>, if the page contains material that:
- 7.4.1 [is sexually explicit or pornographic;
 - 7.4.2 is obscene, defamatory or otherwise inflammatory;
 - 7.4.3 promotes violence or unlawful activity;
 - 7.4.4 promotes or encourages discrimination on the basis of race, gender, religion, nationality, disability, sexual orientation or age;
 - 7.4.5 discriminates on the basis of race, gender, religion, nationality, disability, sexual orientation or age;
 - 7.4.6 is intended to threaten, harass, annoy, alarm, or otherwise harm another person;
 - 7.4.7 is calculated to deceive another person;
 - 7.4.8 is intended to infringe (or to threaten to infringe) any copyright, trademark, trade secret or other intellectual property right of another person;

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on or otherwise misrepresents the
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included in this definition provided
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duties of confidence.

7.5 [The content restric
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another user may
posting links on web
content from users.]

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

8. Links to Other Sites

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

unless expressly stated, these sites
accept responsibility or liability for
link to another site on Our Site is for
ment of the sites themselves or of

9. Disclaimers

9.1 Nothing on Our Site
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which you should rely. It is provided
Professional or specialist advice
action [relating to <<describe type
relates>>] OR [on the basis of any

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ements, that it will not infringe the
le with all software and hardware,
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Site damages your device or other
entitled to certain legal remedies.
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that the Content on Our Site is
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10. Our Liability

- 10.1 The provisions of the Terms of Sale apply to the use of Our Site and not to the use of Paid Content, which is governed by Our Terms of Sale <<insert link to Terms of Sale>>. The provisions stated to apply to Content in this Clause 10 may not apply to Paid Content.
- 10.2 To the fullest extent permitted by law, We accept no liability to any User for any loss or damage (including negligence or in connection with reliance upon any Content) included on Our Site or any Content, but not including Paid Content.
- 10.3 To the fullest extent permitted by law, We exclude all representations, warranties, and guarantees (express or implied) that may apply to Content (including Paid Content) included on Our Site.
- 10.4 [Our Site is intended for personal use only.] If you are a business user, We accept no liability for loss of business opportunity, business interruption, consequential loss or damage.
- 10.5 We exercise all reasonable efforts to ensure that Our Site is free from viruses and other malware. Notwithstanding, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or any harmful material or event that may occur as a result of your use of Our Site or the downloading of any Content from Our Site.
- 10.6 We neither assume nor accept liability or liability arising out of any disruption or non-availability of Our Site, including, but not limited to, network failure, host equipment failure, communication network outages, events, acts of war, or legal restrictions and censorship.
- 10.7 Nothing in these Terms restricts Our liability for fraud or fraudulent misrepresentation, gross negligence, or for personal injury resulting from Our negligence which cannot be excluded or limited by law. This includes, but is not limited to, consumers' legal rights, including those relating to digital content, under the European Union's local Citizens' Advice Bureau or Trading Standards Commission.

11. Viruses, Malware and Security

- 11.1 We exercise all reasonable efforts to ensure that Our Site is secure and free from viruses and malware.
- 11.2 You are responsible for protecting your hardware, software, data and other information from internet security risks.
- 11.3 You must not deliberately introduce viruses or other malware, or any other harmful material which is malicious or harmful either to or via Our Site.
- 11.4 You must not attempt to gain unauthorized access to any part of Our Site, the server on which Our Site is hosted, or any other server, computer, or database.
- 11.5 You must not attempt to launch or participate in a denial of service attack, a

- distributed denial of service attacks or other means.
- 11.6 By breaching the provisions of this Policy, you may be committing a criminal offence under applicable law. We will cooperate with all such breaches and report them to the relevant law enforcement authorities by disclosing your identity to them. Your right to privacy is not affected by this breach.

12. Acceptable Usage Policy

- 12.1 You may only use Our Site in a manner that is lawful and that complies with the provisions of this Policy:
- 12.1.1 you must not use Our Site in violation of any and all local, national or international laws, regulations, or applicable legal requirements;
 - 12.1.2 you must not use Our Site for any purpose, that is unlawful or fraudulent;
 - 12.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit any form of virus or other malware, or any other content that may adversely affect computer hardware, software, or network performance;
 - 12.1.4 you must not use Our Site for any purpose, that is harassing, defamatory, or intended to harm others in any way.
- 12.2 When submitting User Content (including but not limited to comments on Our Site), you must not:
- 12.2.1 be sexually explicit or obscene;
 - 12.2.2 is obscene, defamatory, or otherwise inflammatory;
 - 12.2.3 promotes violence or illegal activity;
 - 12.2.4 promotes or incites discrimination on the basis of race, gender, religion, nationality, disability, sexual orientation, or age;
 - 12.2.5 discriminates on the basis of race, gender, religion, nationality, disability, sexual orientation, or age;
 - 12.2.6 is intended to threaten, harass, annoy, alarm, or otherwise harm another person;
 - 12.2.7 is calculated to deceive;
 - 12.2.8 is intended to infringe (or threaten to infringe) the intellectual property rights of another person or otherwise uses their personal data in a way that violates applicable law;
 - 12.2.9 misleadingly represents your identity or affiliation, or where the parody or satire is calculated to deceive (obvious definition provided that they do not fall within any of the other prohibitions of this sub-Clause 12.2);
 - 12.2.10 implies any endorsement or affiliation with Us where none exists;
 - 12.2.11 infringes, or otherwise violates, the intellectual property rights (including but not limited to copyright, patents, trade marks and database rights) of Us or any third party;
 - 12.2.12 is in breach of any applicable law, regulation, or applicable legal requirements, limited to, but not limited to, data protection and privacy laws.

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12.3 We reserve the right to suspend, remove, or otherwise restrict your access to Our Site if you materially breach Clause 12 or any of the other provisions of these Terms. Additionally, We may take one or more of the following actions:

12.3.1 suspend, with or without notice, your Account and/or your right to access Our Site;

12.3.2 remove any content that violates this Acceptable Use Policy;

12.3.3 issue you with a cease and desist letter;

12.3.4 take legal proceedings for reimbursement of any and all costs, including reasonable attorneys' fees, resulting from your breach;

12.3.5 take further action as appropriate;

12.3.6 disclose such information to law enforcement authorities as required or permitted by applicable law; and/or

12.3.7 any other action that We reasonably appropriate (and lawful).

12.4 We hereby exclude ourselves from any actions (including, without limitation, those that We may take in response to breaches of these Terms).

13. Privacy and Cookies

Use of Our Site is also governed by our Privacy and Privacy Policies, available from [\[insert link to Cookie Policy\]](#) and [\[insert link to Privacy Policy\]](#). These policies are incorporated into these Terms by reference.

14. Changes to these Terms

14.1 We may alter these Terms from time to time. [If We do so, details of the changes will be high-lighted on this page.] Any such changes will become binding on you upon posting of Our Site after the changes have been implemented. We encourage you to check this page from time to time.

14.2 In the event of any conflict between the current and in effect shall prevail unless it is expressly stated otherwise.

15. Contacting Us

To contact Us, please email [\[insert email address\]](#) or using any of the methods provided on Our contact page [\[insert link to contact page\]](#).

16. Communications from Us

16.1 If We have your contact information (e.g., if you have an Account) We may communicate with you by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, or changes to your Account.

16.2 We will never send you unsolicited emails of any kind without your express consent. If you do not wish to receive such emails, you may opt out at any time. Any and all marketing emails will include an unsubscribe link. [Email marketing preferences can also be managed in the user interface location, e.g. your Account page.] If you do not opt out, we reserve the right to take up to 30 days for Us to comply with your

- request. During that time, we may use your personal data to receive emails from Us.
- 16.3 For questions or comments, please contact Us at <<insert email address>> or via <<insert link to email address>> or our complaints page>>.
- 17. Data Protection**
- We will only use your personal data in accordance with Our Privacy Policy, available at <<insert link to Privacy Policy>> and Our Cookie Policy <<insert link to Cookie Policy>>.
- 18. Law and Jurisdiction**
- 18.1 These Terms and Conditions shall govern the relationship between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 18.2 If you are a consumer, we shall not be able to rely on any mandatory provisions of the law in your country if the law in Sub-Clause 18.1 above takes precedence. We shall not be able to rely on those provisions.
- 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 relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as applicable.
- 18.4 If you are a business, any matters arising out of or in connection with these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland].