

BACKGROUND:

These Terms and Conditions herein, set out the terms and conditions of use of the website address>> ("Our Site") and ensure that you understand and agree to these Terms and Conditions **AND/OR** [You will be required to sign up for an Account]. These Terms and Conditions, you

and all other documents referred to in these Terms and Conditions, you may use this website, <<insert website address>> These Terms and Conditions carefully set out the terms and conditions of use of Our Site upon your first use of Our Site] These Terms and Conditions when you use Our Site, you agree to comply with and 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"

the context otherwise requires, the following meanings:

required for a User to access Our Site, as detailed 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 Site;

"Forum"

forum hosted on Our Site;

"Post"

post on Our Site (and includes any such posts including, but not limited to, any type of content users may post>>);

"System"

communications infrastructure that is used to connect through Our Site either now or in the future, which may include, but is not limited to, live chat and Forums;

"User"

Our Site; and

"We/Us/Our"

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

2. Information About Us

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

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

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

regulator(s)>>].

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

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 any necessary arrangements necessary in order to access Our Site.

3.3 Access to Our Site may be interrupted from 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 at any time or period.

4. Accounts

4.1 Certain parts of Our Site (e.g. to submit Posts to a Forum) may require an Account.

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.]

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 it is kept up-to-date.

4.4 We [require] **OR** [require] you to choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers and symbols, e.g. "a combination of lowercase and uppercase letters, numbers and symbols">>. It is your responsibility to keep your password confidential and not to share your Account with anyone else. If you believe your Account has been used without your permission, please contact Us immediately. We will not be liable for any unauthorized use of your Account or email address>>. We will not be responsible for any loss of data or other damage.

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 you provide in connection with your Account will be collected, used, and stored in accordance with our obligations under the law, as set out in Clause 15.

4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the deletion of your Account information. Closing your Account will also remove access to any parts of Our Site requiring an Account for access.

4.8 If you close your Account, any Content you have made on Our Site will be [deleted] **OR** [and your username and avatar will be removed from the description, e.g. "removing your

5. Intellectual Property Rights

5.1 With the exception of the copyright and other intellectual property rights subsisting in that Content, all Content on Our Site and the rights subsisting in that Content, unless specifically licensed to or has been licensed by Us. All Content (including but not limited to) is the property of the applicable United Kingdom and

- international intellectual property rights subsisting in Posts.
- 5.2 Subject to the licence granted in sub-Clause 6.4, Users retain the ownership of copyright in any material submitted by them (including material who has given their consent for their material to be used in the Post).
- 5.3 For personal use (including private study) only, you may:
- 5.3.1 Access, view or download any material using a web browser (including any web browser plug-ins or add-ons or any other software or app);
 - 5.3.2 Download or copy any material for caching;
 - 5.3.3 Print [one copy] of any material on Our Site;
 - 5.3.4 Download, copy or otherwise save extracts from pages on Our Site;
 - 5.3.5 <<insert description of permitted use>> quote, share etc.>> other Users' material for personal use and/or offline viewing.
 - 5.3.6 Save pages or material (including Posts) downloaded, copied, clipped, printed or otherwise obtained for commercial purposes without first obtaining a licence from the relevant licensors, or from the relevant User, as appropriate. [This does not include normal access, viewing and use of material for information purposes whether by business users or otherwise.]
- 5.4 You may not use any material downloaded, copied, clipped, printed or otherwise obtained for commercial purposes without first obtaining a licence from the relevant licensors, or from the relevant User, as appropriate. [This does not include normal access, viewing and use of material for information purposes whether by business users or otherwise.]
- 5.5 You may not systematically extract or compile any material from Our Site with a view to creating a collection, compilation, directory, or database unless given permission to do so.
- 5.6 Subject to sub-Clause 6 (governing Posts) you may not otherwise use, copy, reproduce, sell, rent, sub-licence, store, or otherwise make available any material from Our Site unless expressly permitted. For further information, please contact Us at <<insert contact details>>.
- 5.7 Our status as the licensor of the Content on Our Site (or that of any other User) must always be acknowledged.
- 5.8 [Nothing in these Terms permits or excludes the fair dealing provisions of Chapter 1 of the Copyright, Designs and Patents Act 1988 ('Acts Permitted in Relation to Copyright Works'), covering in particular the making of temporary copies for private study; the making of copies for non-commercial research; criticism, review, parody or pastiche; and the incidental inclusion of material in other works.]
- ## 6. Forum Posts
- 6.1 An Account is required to post to Our Forum(s). Please refer to Clause 4 for details.
- 6.2 You agree that you will be responsible for your Posts. Specifically, you agree, represent and warrant that you have the right to use the content of a Post and that you have not violated Our Acceptable Usage Policy, as detailed below in Clause 7.

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6.3 You agree that you will, to the fullest extent permissible by law, indemnify Us for all losses and damages, including reasonable attorneys' fees and costs, arising from or caused by warranties given by you under sub-Clause 6.2. You will not be liable for any loss or damage suffered by Us as a result of such breach.

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6.4 You (or your licensee) retain ownership of the content of your Posts and all intellectual property therein. By submitting a Post, you grant Us an exclusive, fully transferable, royalty-free, perpetual, [irrevocable] licence to use, store, archive, reproduce, distribute, prepare derivative works from and sub-licence the content of your Post for the purpose of promoting Our Site and Forum(s). Other Users may engage in activities, e.g. quote, share etc.>> your Posts otherwise in accordance with the provisions of Clause 6.3.

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6.5 If you wish to remove your Post, you may do so by <<insert brief description>>. Your Post will be removed from Our Site, any <<insert description, e.g. "removing your user name" however due to the functionality of Our Site, any <<insert description, e.g. quotes, shares etc.>> of your Post will remain on Our Site. You also revokes the licence granted to Us to use that Post for the purpose of promoting Our Site and Forum(s). [4.] Please note that caching or references to your Post may be immediately unavailable (or may not be made unavailable) if the cache is outside of Our reasonable control).

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6.6 We may reject, remove or delete any Post(s) submitted to Our Site where, in Our sole opinion, the Post(s) violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the Post(s) in question is/are in violation of Our Policy.

7. Acceptable Usage Policy

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7.1 You may only use Our Site for purposes that are lawful and that complies with the provisions of this Policy.

7.1.1 you must comply with any and all applicable local, national and international laws and regulations;

7.1.2 you must not use Our Site for any purpose, that is unlawful or for any purpose that is in violation of applicable laws;

7.1.3 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 networks;

7.1.4 you must not use Our Site for any purpose, that is intended to harass, defame, or discriminate against anyone in any way.

7.2 When submitting Posts, you must not submit any content that is prohibited in any other way using Our Site), or otherwise do anything that:

7.2.1 [is sexually explicit or pornographic];

7.2.2 is obscene, defamatory, abusive, harassing, or otherwise inflammatory;

7.2.3 promotes violence or hatred against any individual or group of individuals;

7.2.4 promotes or engages in any illegal activity;

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7.2.5 discriminates on the basis of race, ethnicity, sex, religion, nationality, disability, sexual orientation or gender identity;

7.2.6 is intended to threaten, harass, annoy, alarm, or otherwise cause inconvenience to another person;

7.2.7 is calculated to deceive;

7.2.8 is intended to infringe (or threaten to infringe) or otherwise uses their personal data in a way that is prohibited by this sub-Clause 7.2;

7.2.9 misleadingly represents your identity or a person or entity, including but not limited to parodies or impersonations, where such misrepresentation is calculated to deceive (obvious misrepresentation is excluded from the definition provided that they do not fall within any of the other provisions of this sub-Clause 7.2);

7.2.10 implies any fact or relationship where none exists;

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

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

7.3 We reserve the right to suspend, terminate, or restrict your Account and/or your access to Our Site if you breach any of the provisions of this Clause 7 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:

7.3.1 suspend, temporarily or permanently, your Account and/or restrict your access to Our Site;

7.3.2 remove any content that you post that violate(s) this Acceptable Use Policy;

7.3.3 issue you with a warning;

7.3.4 take legal proceedings against you for reimbursement of any and all costs incurred by Us as a result of your breach;

7.3.5 take further action as appropriate;

7.3.6 disclose such information to law enforcement authorities as required or as We deem appropriate;

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

7.4 We hereby exclude liability for damages of any kind (including, but not limited to, direct, indirect, special, consequential, or punitive damages) that We may take in response to breaches of these Terms and Conditions.

8. Links to Our Site

8.1 You may link to Our Site:

8.1.1 you do so in a way that:

8.1.2 you do not create a false impression or suggest any form of association, endorsement, or sponsorship by Us, where none exists;

- 8.1.3 you do not use Our trademarks or service marks displayed on Our Site without Our express written permission;
- 8.1.4 you do not do anything calculated to damage Our reputation or to take unfair advantage of Our reputation;
- 8.2 [You may not link to any page of Our Site.]
- OR**
- 8.2 [You may not link to the homepage of Our Site, <<insert URL>>. Deep-linking to any other page requires Our express written permission.]
- 8.3 [Framing or embedding Our websites is not permitted without Our express written permission. You must contact Us at <<insert email address>> for further information.]
- 8.4 You may not link to any website the content of which contains material that:
- 8.4.1 [is sexually explicit or obscene];
 - 8.4.2 is obscene, defamatory, libelous, hateful or otherwise inflammatory;
 - 8.4.3 promotes violence or terrorism;
 - 8.4.4 promotes or incites unlawful activity;
 - 8.4.5 discriminates on the basis of race, sex, religion, nationality, disability, sexual orientation or age;
 - 8.4.6 is intended to threaten, harass, annoy, alarm, inconvenience or otherwise harm another person;
 - 8.4.7 is calculated to deceive another person;
 - 8.4.8 is intended to infringe (or to threaten to infringe) the intellectual property rights of another person;
 - 8.4.9 misleadingly represents the identity or affiliation of another person in a way that is calculated to deceive (otherwise prohibited by the other provisions of this sub-Clause 8.4);
 - 8.4.10 implies any fact where none exists;
 - 8.4.11 infringes, or attempts to infringe, the rights (including but not limited to, copyright, trade marks and database rights) of another person;
 - 8.4.12 is made in breach of any legal or contractual duties of confidence.
- 8.5 [The content restriction in Clause 8.4 does not apply to content submitted to sites by other users if the primary purpose of the site accords with the provisions of Clause 1.2. You are not, for example, prohibited from posting links on social networking sites merely because another user may do so. You are, however, prohibited from posting links on websites that encourage the submission of such content from users.]

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Unless expressly stated, these sites do not accept responsibility or liability for any link to another site on Our Site is for the benefit of the sites themselves or of

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not responsible for the content of
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acies, or omissions.]

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- which you should rely. It is provided
Professional or specialist advice
action relating to <<describe type
relates>>.]

- no representation, warranty, or
 cements, that it will not infringe the
 ble with all software and hardware.

- sonable care and skill, any digital or other digital content belonging to certain legal remedies. For remedies as a consumer, please contact the Trading Standards Office.

- that Our Content on Our Site is not intended to constitute an offer, and we do not, however, make any representation or warranty (whether express or implied) that Our Content is accurate or up-to-date.

- accuracy, or for any opinions, views, or information provided by Users. Any such opinions, views, or information are those of the individual User, and do not reflect Our

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- accept no liability to any User for any loss or damage, in contract, tort, negligence, or otherwise, arising out of or in connection with (a) the use of (to use) Our Site or the use of our Content is provided by Us or whether the Content is included on Our Site.

- We exclude all representations, express or implied) that may apply to

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Our Site or any Content

included on Our Site.

12.3 [Our Site is intended for personal use only.] If you are a business user, We accept no liability for any loss of business opportunity, business interruption or consequential loss or damage.

use only.] If you are a business user, sales, business or revenue; loss of business opportunity; loss of anticipated savings; consequential loss or damage.

12.4 We exercise all reasonable efforts to ensure that Our Site is free from viruses and other malware. Notwithstanding to sub-Clause 11.3, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or any other harmful material or event that may adversely affect you or your data or other material that occurs as a result of your use of Our Site (including any provision referred to on Our Site).

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12.5 We neither assume nor accept liability or liability arising out of any disruption or non-performance, including, but not limited to, network communications network failure, host equipment failure, events, acts of war, or legal restrictions and censorship.

liability or liability arising out of any disruption or non-performance, including, but not limited to, network communications network failure, host equipment failure, events, acts of war, or legal restrictions and censorship.

12.6 Nothing in these Terms excludes or restricts Our liability for fraud or fraudulent misrepresentation from negligence, or restricted by law. This includes but is not limited to relating to digital content and Trading Standards Commission.

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13. Viruses, Malware and Security

13.1 We exercise all reasonable efforts to ensure that Our Site is secure and free from viruses and malware.

ensure that Our Site is secure and free from viruses and malware.

13.2 You are responsible for the security of your hardware, software, data and other information and for protecting against internet security risks.

hardware, software, data and other information and for protecting against internet security risks.

13.3 You must not deliberately introduce any malware or other harmful material which is made available to or via Our Site.

malware or other malware, or any other harmful material which is made available to or via Our Site.

13.4 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 connected to Our Site.

access to any part of Our Site, the server on which Our Site is hosted, or any other server, computer, or database connected to Our Site.

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

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13.6 By breaching the terms of clauses 13.3 to 13.5 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 Site will be terminated immediately in the event of such a breach.

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14. Privacy and Cookies

Use of Our Site is also governed by our Privacy and Cookie Policies, available from <<insert link to Cookie Policy>>. These policies are incorporated into these Terms by this reference.

and Privacy Policies, available from <<insert link to Cookie Policy>>. These policies are incorporated into these Terms by this reference.

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15. Data Protection

- 15.1 All personal information will be collected, processed, and held in accordance with applicable data protection law.
- 15.2 For complete details of the processing, storage, and retention of personal data including the purpose(s) for which personal data is used, the legal basis for using it, details of your rights and how to exercise them, and data sharing (where applicable), please refer to Our Privacy Policy>> [and Cookie Policy>>] <<insert link to Cookie Policy>>.

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16. Communications from Us

- 16.1 If you have an Account, we may from time to time send you important notices by email. Such notices include matters including, but not limited to, service changes, changes to Our Terms and Conditions, and changes to your Account.
- 16.2 We will never send you marketing emails of any kind without your express consent. If you do not wish to receive all marketing emails, you may opt out at any time. All marketing emails will include an unsubscribe link. [Email marketing preferences can also be set in the user interface location, e.g. your Account page.] If you change your preferences, it may take up to <<insert number of days>> for your new preferences to take effect.
- 16.3 For questions or comments, please contact Us (including, but not limited to marketing inquiries) at Us at <<insert email address>> or via <<insert link to email contact page>> or complaints page>>.

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17. Changes to these Terms

- 17.1 We may alter these Terms 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 when posted on Our Site after the changes have been implemented. We encourage you to check this page from time to time.
- 17.2 In the event of any conflict between the current version of these Terms and any other provisions current and in effect, the current version shall prevail unless otherwise stated.

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18. Contacting Us

To contact Us, please email Us at <<insert email address>> or using any of the methods provided on Our contact page>> or link to contact page>>.

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19. Law and Jurisdiction

- 19.1 These Terms and Conditions shall be governed by, and construed in accordance with the law of [England] [Northern Ireland] [Scotland].
- 19.2 If you are a consumer, these Terms and Conditions shall be subject to any mandatory provisions of the law of [England] [Northern Ireland] [Scotland].

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(otherwise) shall be subject to the
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