#### **BACKGROUND:**

These Terms of Use, toge set out the terms of use address>> ("Our Site"). Plyou understand them. [You of Use is deemed to occurequired to read and accepyou do not agree to comply using Our Site immediately made on Our Site. Please information.

## 1. Definitions and Interpreta

1.1 In these Terms of expressions have th

"Account"

"Buyer"

"Content"

"Marketplace"

"Seller"

["Third Party Advertising

["Third Party Advertiser

"User"

"User Content"

"We/Us/Our"

#### 2. Information About Us

2.1 Our Site is [owned company registered

her documents referred to herein, se this website, <<insert website of Use carefully and ensure that with and be bound by these Terms Our Site] AND/OR [You will be hen signing up for an Account]. If nese Terms of Use, you must stop o not apply to sales or purchases ellers or Terms for Buyers for more

otherwise requires, the following

quired to access and/or use Site, as detailed in Clause 4;

nakes a purchase on Our

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

or Buvers and Sellers on Our

ells on Our Marketplace;

splayed on Our Site, provided by

nsible for Third Party Advertising e:1

Site:

added to Our Site by a User;

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

ert business name>> [, a limited pany number <<insert company



number>>, whose trading address is]

- 2.2 [Our VAT number is
- 2.3 [We are regulated by
- 2.4 **[**We are a member
- 2.5 **[**<<insert further info

## 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. Subj Buyers, and Our To Our Site (or any par

#### 4. Accounts

- 4.1 Certain parts of O Marketplace) requir
- 4.2 You may not create [If you are under <- of age, your paren must only use the A
- 4.3 When creating an A complete. If any complete if any composibility to ens
- 4.4 We [require] OR [r Account, consisting and uppercase lette
- 4.5 It is your responsible Account with anyon
- 4.6 If you believe your contact Us immedia any unauthorised us
- 4.7 You must not use a the User to whom the
- 4.8 All personal information held in accordance out in Clause 15.
- 4.9 If you wish to [susp time by <<insert bri you delete your Ac [and will remove yo suspend your Acc

nsert address>> and whose main

.1

gulator(s)>>.]

sociation(s) etc.>>.]

arrangements necessary in order

n an "as available" basis. We may any part of it) at any time and nese Terms of Use, Our Terms for not be liable to you in any way if ny time and for any period.

oility to buy and sell through the use them.

nder <<insert age>> years of age. ge but over <<insert age>> years ate the Account for you and you sion.]

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

oose a strong password for your e.g. "a combination of lowercase s">>.

rd safe. [You must not share your

without your permission, please details>>. We will not be liable for

without the express permission of

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

our Account, you may do so at any a link to the relevant page(s)>>. If our information from Our systems ur Site (where applicable)]. [If you eleted, but you [and your User



Content] will cease Account will also re for access. [<<Inse user's data and/or of Jsers on Our Site]. Deleting your sof Our Site requiring an Account cription of what will happen to a

## 5. Intellectual Property Righ

- 5.1 With the exception copyright and oth specifically labelled Content, including and international int
- 5.2 Subject to sub-Cla distribute, sell, rent, (including User C permission to do so
- 5.3 You may:
  - 5.3.1 access, vie limited to, i
  - 5.3.2 download (
  - 5.3.3 print [one d
  - 5.3.4 download
  - 5.3.5 save pages
- 5.4 The owner and aut be acknowledged w
- 5.5 You may not use downloaded from C licence from Us (or so. This does not p general purposes w
- 5.6 [Nothing in these To Chapter III of the C Relation to Copyrig copies; research a analysis for non-co reporting; caricatur copyright material.]

## 6. User Content

- 6.1 User Content on C content that users of
- 6.2 You agree that y Specifically, you agree that y submit the User Constitution Policy.
- 6.3 You agree that you by law, indemnify U

tent included on Our Site and the rights in that Content, unless or has been licensed by Us. All ed by applicable United Kingdom and treaties.

you may not reproduce, copy, any other manner re-use Content unless given express written er.

ny web browser (including, but not

for caching;

Dur Site:

ur Site; and

nd/or offline viewing.

uding User Content) must always

User Content) printed, saved, or purposes without first obtaining a levant User, as appropriate) to do s, viewing, and use of Our Site for or consumers.

ludes the fair dealing provisions of atents Act 1988 'Acts Permitted in articular the making of temporary aking of copies for text and data cism, review, quotation and news and the incidental inclusion of

not limited to) <<insert types of

onsible for your User Content. arrant that you have the right to mply with Our Acceptable Usage

ill, to the fullest extent permissible arranties given by you under sub-

Clause 6.2. You wil a result of such brea

6.4 You (or the licensor the ownership of the intellectual property Our Site, you grant transferable, royalty syndicate, publish, derivative works froughted the purposes of open syndicate.

6.5 If you wish to relinstructions provide remove the User revokes the licence 6.4.] Please note the made unavailable in they are outside of (

6.6 We may reject, recl violates Our Accep third party about it a complaint. If any of removal and the rea

7. Links to Our Site

- 7.1 You may link to Our
  - 7.1.1 you do so i
  - 7.1.2 you do no endorseme
  - 7.1.3 you do no without Ou
  - 7.1.4 you do not or to take u
- 7.2 [You may link to all other than the home (known as "deep li contact Us at <<ins
- 7.3 [Framing or embed written permission. information.]
- 7.4 You may not link to (i.e. the site's prim other users) contain
  - 7.4.1 **[**is sexually
  - 7.4.2 is obscene
  - 7.4.3 promotes v
  - 7.4.4 promotes d

loss or damage suffered by Us as

in question, as appropriate) retain u submit to Our Site and all the ent. By submitting User Content to unconditional, non-exclusive, fully ide licence to use, store, archive, reproduce, distribute, prepare sub-licence your User Content for ur Site.

w may do so by following the We will use reasonable efforts to . [Removing User Content also at User Content under sub-Clause to your User Content may not be be made unavailable at all where

er Content from Our Site where in f We receive a complaint from a ald be removed in response to that noved, you will be informed of the vriting.

uggests any form of association, art where none exists;

de marks displayed on Our Site ion; and

tended to damage Our reputation

**R** [You may not link to any page ert URL>>. Linking to other pages press written permission. Please urther information.]

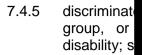
er websites requires Our express insert contact details>> for further

site where that site's main content it, not comments or similar from

ateful, or otherwise inflammatory;

nlawful activity;

ace



- 7.4.6 is intended inconvenie
- 7.4.7 is calculate
- 7.4.8 is intended another pe
- 7.4.9 misleading identity or a to deceive provided the sub-Clause
- 7.4.10 implies any
- 7.4.11 infringes, or rights (included) and databa
- 7.4.12 is made in not limited

#### 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.

## 9. [Third Party Advertising

- 9.1 We may feature Thi
- 9.2 You agree that yo Advertising using H
- 9.3 We are not respons business name>> Third Party Advertis Advertising]. We will Site including, but n

## 10. Disclaimers and Legal Ri

- 10.1 Nothing on Our Site and other materials only. [Professional any action on the base
- 10.2 Insofar as is perm guarantee that Our rights of third partie or that it will be se

way defamatory of, any person, ce; gender; religion; nationality;

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

deceive another person;

infringe (or to threaten to infringe)

on or otherwise misrepresents the person in a way that is calculated not included in this definition any of the other provisions of this

s where none exists;

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

owed to a third party including, but I duties of confidence.

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

our Site.

emove or hide any Third Party r method.

Advertising on Our Site. [<<insert nird Party Advertising] OR [Each content of their own Third Party any Third Party Advertising on Our naccuracies, or omissions.]

vhich you should rely. Information of for general information purposes ld always be sought before taking ovided on Our Site.

no representation, warranty, or ements, that it will not infringe the le with all software and hardware, Dur failure to exercise reasonable care and skill, any digital content belor certain legal remed as a consumer, ple Standards Office.

- 10.3 We make reasona complete, accurate representations, wa the Content is comp
- 10.4 We are not responsions, violations, violations, views, or Our opinions, views

Site damages your device or other consumer) you may be entitled to neerning your rights and remedies citizens Advice Bureau or Trading

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

ccuracy of any User Content, nor d in any User Content. Any such relevant User and do not reflect

# 11. Our Liability

- 11.1 Please note that the Buyers <<insert link
- 11.2 To the fullest extendany loss or dama (including negligend or in connection with use of, or reliance use.)
- 11.3 To the fullest exte warranties, and gua Site or to any Conte
- 11.4 If you are a busine and/or for commerc business, or reven loss of anticipated consequential loss of
- 11.5 We use all reason viruses and other n no liability for any I distributed denial of adversely affect yo as a result of your u
- 11.6 We neither assum disruption or nonincluding, but not I communications n restrictions and cen
- 11.7 Nothing in these T fraud or fraudulent from negligence, or restricted by law. F your local Citizens A

e 11 are subject to Our Terms for <<insert link>>.

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 content of, ing User Content) included on Our

We exclude all representations, s or implied) that my apply to Our nt) included on Our Site.

ur Site in the course of business no liability for loss of profits, sales, portunity, goodwill, or reputation; erruption; or for any indirect or

Insure that Our Site is free from Clause 10.2, however, We accept from a virus or other malware, a harmful material or event that may lata, or other material that occurs er site referred to on Our Site.

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

exclude or restrict Our liability for death or personal injury resulting ability that cannot be excluded or mers' legal rights, please contact Standards Office.

## 12. Viruses, Malware, and Se

- 12.1 We exercise all reas free from viruses ar of all User Conter uploaded]. [We do from viruses or oth as detailed in sub-C
- 12.2 You are responsibl material from viruse
- 12.3 You must not delib material which is material.
- 12.4 You must not attem server on which Ou connected to Our S
- 12.5 You must not atta distributed denial of
- 12.6 By breaching the committing a crimin all such breaches v and We will cooperathem. Your right to breach.

# 13. Acceptable Usage Policy

- 13.1 You may only use the provisions of thi
  - 13.1.1 you must e or internation
  - 13.1.2 you must i unlawful or
  - 13.1.3 you must n way transm any other software, o
  - 13.1.4 you must r intended to
- 13.2 When using Our S that:
  - 13.2.1 is sexually
  - 13.2.2 is obscene
  - 13.2.3 promotes v
  - 13.2.4 promotes d
  - 13.2.5 discriminate group, or disability; s

ensure that Our Site is secure and ng, but not limited to, the scanning or viruses and malware as it is e that Our Site is secure or free no liability in respect of the same, b-Clause 10.2.1

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 12.3 to 12.5, you may be mputer Misuse Act 1990. Any and evant law enforcement authorities rities by disclosing your identity to mmediately in the event of such a

at is lawful and that complies with

Illy with any and all local, national, ons;

way, or for any purpose, that is

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

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

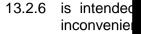
unicate or otherwise do anything

ateful, or otherwise inflammatory;

nlawful activity;

ace

way defamatory of, any person, pe; gender; religion; nationality;



- 13.2.7 is calculate
- 13.2.8 is intended another pe in a way th
- 13.2.9 misleading your identi (obvious pathey do no 13.2);
- 13.2.10 implies any
- 13.2.11 infringes, d rights (incli and databa
- 13.2.12 is in breacl limited to, or
- 13.3 We reserve the rigl materially breach provisions of these are not limited to:
  - 13.3.1 removing y
  - 13.3.2 issuing you
  - 13.3.3 legal proce relevant co
  - 13.3.4 further lega
  - 13.3.5 disclosing s or as We d
  - 13.3.6 any other a and lawful.
- 13.4 We hereby exclude take in response to

## 14. Privacy and Cookies

Use of Our Site is also go from <<insert link to Privac

#### 15. How We Use Your Person

- 15.1 All personal inform held in accordance Data Protection Rec
- 15.2 For complete detail personal data incluidata is used, the leads to the how to exercise the

threaten, harass, annoy, alarm, another person;

deceive:

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

rson or otherwise misrepresents ay that is calculated to deceive within this definition provided that ther provisions of this sub-Clause

where none exists;

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

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

ite your access to Our Site if you Clause 13 or any of the other actions We may take include, but

ur Site;

r reimbursement of any and all each on an indemnity basis;

opropriate;

nforcement authorities as required ry; and/or

easonably necessary, appropriate,

ng out of any actions that We may of Use.

olicy and Cookie Policy, available ink to Cookie Policy>>.

## otection)

will be collected, processed, and EU Regulation 2016/679 General ur rights under the GDPR.

cessing, storage, and retention of the purpose(s) for which personal using it, details of your rights and haring (where applicable), please



refer to Our Privacy <<insert link to Coo

# 16. Communications from Us

- 16.1 If We have your cor Such notices will or service changes; of Terms for Buyers, Account.
- 16.2 We will never send permission. If you cand all marketing marketing preference out of receiving emocomply with your emails from Us.

## 17. Contacting Us

To contact Us, please emathe options provided on Ou

## 18. Changes to these Terms

- 18.1 We may alter thes changes will be hig details of the chang your first use of therefore advised to
- 18.2 In the event of any and any previous specifically stated o

#### 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 considered 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

rivacy Policy>> [and Cookie Policy

nd you important notices by email. atters including, but not limited to, of Use; Our Terms for Sellers, kie Policy; and changes to your

of any kind without your express you may opt-out at any time. Any ude an unsubscribe link. [Email in <<insert location>>.] If you opt up to <<insert period>> for Us to le, you may continue to receive

email address>> or using any of ink to contact page>>.

time. [If We do so, details of the page [and We will email you with will become binding on you upon ges have been made. You are he to time.

ent version of these Terms of Use version shall prevail unless it is

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

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.

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

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