

BACKGROUND:

These Terms and Conditions set out the terms and conditions you must accept and all other documents referred to herein, set out the terms and conditions you may use this website, <<insert website address>> (“Our Site”) and ensure that you understand and agree to comply with and be bound by these Terms and Conditions upon your first use of Our Site] **AND/OR** [You will be required to accept and agree to these Terms and Conditions when signing up for an Account]. If you do not accept and agree to these Terms and Conditions, you must not use Our Site.

and all other documents referred to herein, set out the terms and conditions you may use this website, <<insert website address>> (“Our Site”) and ensure that you understand and agree to comply with and be bound by these Terms and Conditions upon your first use of Our Site] **AND/OR** [You will be required to accept and agree to these Terms and Conditions when signing up for an Account]. If you do not accept and agree to these Terms and Conditions, you must not use Our Site.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the meanings:

In these Terms and Conditions, the following expressions shall have the meanings:

“Account”

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

“Ad”

advertisement posted on Our Site by an advertiser, including details of the item or service advertised;

“Advertiser”

any person who posts an Ad on Our Site;

“Content”

text, images, audio, video, scripts, databases, and any other form of information, whether or not of being stored on a computer or other electronic forms part of, Our Site;

[“Third Party Advertiser”

any person responsible for Third Party Advertising on Our Site;]

[“Third Party Advertising”

any advertisement displayed on Our Site in addition to our own, as detailed in Clause 11;]

“User”

any person who uses Our Site; and

“We/Us/Our”

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

2. Information About Us

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

owned and] operated by <<insert business name>> [a company registered in England under <<insert company number>> and whose registered address is <<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)>>].

regulated by <<insert regulator(s)>>].



2.3 [We <<insert name(s) of association(s) etc.>>.]

2.4 [<<insert details as required>>.]

3. Access to Content

3.1 Access to Content is subject to a charge.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Content.

3.3 Access to Content is provided "as is" and on an "as available" basis. We may alter, modify, suspend or terminate Our Site (or any part of it) at any time and without notice. We are not liable to you in any way if Our Site (or any part of it) is unavailable for any period.

4. Accounts

4.1 Certain features (including the ability to post Ads) may require an Account.

4.2 You must be at least <<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 and you may only use the Account with their supervision.]

4.3 Where you provide information, the information you provide must be accurate and up to date. If the information changes at a later date, it is your responsibility to ensure that our Account is kept up to date.

4.4 We recommend that you choose a strong password for your Account. A strong password should include a mix of letters, numbers, and symbols">>. It is your responsibility to keep your password confidential. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at <<insert email address>>. We will not be liable for any loss or damage to your Account.

4.5 You may not use another person's Account [without the express permission of that person].

4.6 Any personal information you provide in your Account will be collected, used and stored in accordance with our privacy rights and Our obligations under the law, as set out in our privacy policy.

4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also result in the deletion of any areas of Our Site requiring an Account for access. For a detailed description of what will happen to a user's data, please see our privacy policy.

4.8 If you close your Account, any Ad(s) you have posted to Our Site will remain on Our Site until the licence granted to Us under sub-Clause 6.4 will expire. For a detailed description of what will happen to Ads">>].

5. Intellectual Property Rights in Our Site

5.1 With the exception of the content of Ads, all Content on Our Site and the associated intellectual property rights subsisting in that Content, are the property of Us.

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unless otherwise, belongs to or has been licensed by Us. All Content (including Ad(s)) is protected by applicable United Kingdom and intellectual property laws and treaties.

5.2 Subject to the conditions set out in sub-Clause 6.4, Advertisers retain the copyright and other intellectual property rights subsisting in their Content. Where an Ad is owned by a third party who has given their material to be used in the Ad).

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5.3 You may not use Our Site in a web browser (including any web browser) or copy or download any part of it into other types of software or app; (b) use any part of it for caching; (c) copy or download any page[s] from Our Site; (d) print, or otherwise save extracts from pages on Our Site for later and/or offline viewing.

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5.4 You may not copy Content from Our Site with a view to creating a comprehensive collection, compilation, directory, or database without Our express permission to do so.

5.5 Subject to Clause 5.3 [and 5.7] you may not otherwise reproduce, copy, distribute, sub-licence, store, or in any other manner re-use Content from Our Site unless clearly given express permission. For further information, please contact Us at <<insert email address>>

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5.6 Our Advertisers and the author of the Content on Our Site (or that of our Advertisers, as appropriate) must always be acknowledged.

5.7 [Nothing in these Terms and Conditions limits or excludes the fair dealing provisions of the Copyrights, Designs and Patents Act 1988 ('Acts') relating to Copyright Works', covering in particular the making of copies for research and private study; the making of copies for non-commercial research; criticism, review, reporting; caricature, parody or pastiche; and the use of material.]

6. Ads

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6.1 An Advertiser who wishes to post an Ad. Please refer to Clause 4 for more details.

6.2 You are solely responsible for your Ad(s). We accept no liability for the use of Ads. Specifically, you agree, represent and warrant that in submitting the Ad(s), that all information in the Ad(s) is true, that all such information will be kept accurate and up to date, and that all such information will be included that you do not have the right to disclose. Each Ad(s) will comply with Our Acceptable Usage Policy and Clause 7.

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6.3 You agree to hold Us and will, to the fullest extent permissible by law, be liable for any breach of the warranties given by you under sub-Clause 6.2 and be responsible for any loss or damage suffered by Us as a result of such breach.



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6.4 You (and your Advertiser, where appropriate) retain ownership of the content of your Ad(s) and all intellectual property rights subsisting therein. By submitting an Ad, you grant Us a non-exclusive, fully transferable, royalty-free, [non-exclusive,] worldwide licence to use, store, archive, syndicate, display, adapt, edit, reproduce, distribute, prepare derivative works, and sub-licence that Ad for the purpose of promoting Our Site.

6.5 If you grant Us a licence to use that Ad, you may do so by <<insert brief description>>. We reserve the right to remove the Ad in question from Our Site. [Remove] We reserve the licence granted to Us to use that Ad under sub-licence, however, that caching or references to your Ad may become unavailable (or may not be made unavailable at all without Our reasonable control).

6.6 We reserve the right to add, modify, or remove any Ad from Our Site where, in Our sole discretion, it violates Our Acceptable Usage Policy, or if We receive a complaint and determine that the Ad in question should be removed.

7. Acceptable Use Policy

7.1 You must use Our Site in a manner that is lawful and that complies with applicable laws and regulations. Specifically:

- a) you comply fully with any and all applicable local, national laws and/or regulations;
- b) you do not use Our Site in any way, or for any purpose, that is prohibited by Our Acceptable Usage Policy;
- c) you do not use Our Site to knowingly send, upload, or in any other way transmit any content that contains any form of virus or other malware, or any content that is designed to adversely affect computer hardware, software, or any kind; and
- d) you do not use Our Site in any way, or for any purpose, that is prohibited by applicable laws and regulations, or that harasses, defames, or otherwise harms any person or persons in any way.

7.2 When you use Our Site to communicate (including by email or otherwise), you must not use Our Site to communicate or otherwise do anything that:

- a) is prohibited by applicable laws and regulations;
- b) is defamatory, obscene, sexually offensive, hateful, or otherwise inflammatory;
- c) is abusive, harassing, or otherwise abusive;
- d) constitutes any form of unlawful activity;
- e) is defamatory or is in any way defamatory of, any person, company, or organization, or persons, race, sex, religion, nationality, disability, age;
- f) is otherwise likely to threaten, harass, annoy, alarm, or embarrass another person;
- g) is otherwise likely to deceive (including any false or misleading supportable claims or comparisons concerning the Ad or any other Ad or Advertiser on Our Site);

- h) ...ise likely to infringe (or threaten to infringe) ... to privacy or otherwise uses their personal data ... ot have a right to;
- i) ...ates any person or otherwise misrepresents your ... n a way that is calculated to deceive (obvious ... led within this definition provided that they do not ... her provisions of this sub-Clause 7.2);
- j) ...liation with Us where none exists;
- k) ...n the infringement of, the intellectual property ... ot limited to, copyright, patents, trade marks and ... y other party; or
- l) ...gal duty owed to a third party including, but not ... duties and duties of confidence.

7.3 [Ads ... items and/or services may not be posted:

- a) ...;
- b) ...ons as required>>.]

7.4 We r ... and or terminate your Account and/or your access ... breach the provisions of this Clause 7 or any of ... Terms and Conditions. Specifically, We may take ... ctions:

- a) ...norarily or permanently, your Account and/or ... ur Site;
- b) ...d by you which violates this Acceptable Usage ... n warning;
- c) ...n warning;
- d) ...s against you for reimbursement of any and all ... demnity basis resulting from your breach;
- e) ...n against you as appropriate;
- f) ...tion to law enforcement authorities as required or ... ly necessary; and/or
- g) ...h We deem reasonably appropriate (and lawful).

7.5 We h ... all liability arising out of any actions (including, ... out above) that We may take in response to ... Conditions.

8. No Scraping

8.1 You ... undertake, enable, permit, authorise, or facilitate any ... or data mining on or with respect to any part of ... Our S

8.2 You ... of Our Site or any data, Content, or information ... purposes of developing or training AI models or ... syste

8.3 The ... s Clause 8 covers all purposes for which such ... including, but not limited to, the development or ... ns. This includes, but is not limited to, the use of:

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a) crawler, spider, or other automated system, software, script, tool, or methodology used to access, obtain, or copy data, Content, or information included on Our Site;

b) software or techniques designed to analyse digital text or data in order to extract information or to develop or train AI models or other machine learning models;

8.4 Sub-sections 8.1 through 8.3 shall apply to the fullest extent permissible by law.

9. Links to Our Site

9.1 You are prohibited from linking to Our Site in any of the following ways provided that:

- a) in an illegal or otherwise illegal manner;
- b) in a manner that suggests any form of association, endorsement, or approval on Our part where none exists;
- c) in a manner that uses logos or trade marks displayed on Our Site without Our express written permission; and
- d) in a manner that is calculated to damage Our reputation or the reputation of any page of it.

9.2 [You are prohibited from linking to Our Site.]

OR

9.2 [You are prohibited from linking to any page other than the homepage of Our Site, <<insert list of URLs>> unless such linking requires Our express written permission.]

9.3 [Frame linking to Our Site on other websites is not permitted without Our express written permission. Please contact Us at <<insert email address>> for more information. [This does not prohibit the content displayed automatically generated by certain websites and applications, including search engines, social media.]]

9.4 You are prohibited from linking to any page from any other site the content of which contains

- a) any form of illegal activity;
- b) any form of sexually explicit, vulgar, or otherwise offensive, hateful or otherwise inflammatory content;
- c) any form of defamatory or libelous content;
- d) any form of unlawful activity;
- e) any content that is or is in any way defamatory of, any person, organization, or entity, including but not limited to, persons, race, sex, religion, nationality, disability, or age;
- f) any content that is otherwise likely to threaten, harass, annoy, alarm, or embarrass another person;
- g) any content that is otherwise likely to deceive;
- h) any content that is otherwise likely to infringe (or to threaten to infringe) any intellectual property right;
- i) any content that misrepresents or otherwise misrepresents the identity of any person or otherwise misrepresents the identity of a particular person in a way that is calculated to cause harm. Trademarks and service marks are not included in this definition provided

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within any of the other provisions of this sub-

j) liability with Us where none exists;

k) the infringement of, the intellectual property not limited to, copyright, patents, trade marks, and any other party; or

l) any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

9.5 [The provisions of Sub-Clause 9.4 do not apply to content submitted to the Site provided that the primary purpose of the site accords with the primary purpose of Clause 9.4. You are not, for example, prohibited from posting content on purpose social networking sites merely because such content focuses on or encourages the submission of such content.]

10. Links to Other Sites

Links to other sites on Our Site. Unless expressly stated, these sites are not under Our control and We do not assume nor accept responsibility or liability for the content of those sites. The inclusion of a link to another site on Our Site is for informational purposes only and does not constitute any endorsement of the sites themselves or of their content.

11. [Advertising]

11.1 We may display Third Party Advertising (in addition to Ads) on Our Site and may display Third Party Advertising on the same page as any Ad.

11.2 You shall not attempt to remove or hide any Third Party Advertising or by any other method.

11.3 We are not responsible for the content of any Third Party Advertising on Our Site. We are not responsible for any damage or loss that a Third Party Advertiser is responsible for the content of advertising material. [We are not responsible for any damage or loss resulting from Third Party Advertising material]. We will not be responsible for any damage or loss resulting from Third Party Advertising material on Our Site including, but not limited to, any errors, omissions, or inaccuracies.

12. Disclaimers

12.1 Nothing on this Site should be construed as advice on which you should rely. It is provided for informational purposes only. In Particular, We make no representation that any part of Our Site (including Ads) is suitable for use for any part of it constitutes accurate data and/or information on which any decisions can be based. [Professional or specialist advice should be sought before taking any action relating to any activity to which the website relates>>.]

12.2 Insofar as We are permitted by law, We make no representation, warranty, or guarantee that the Site will meet your requirements, that it will not infringe the rights of any third party, or that it will be compatible with all software and hardware.

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13. Our Liability

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ple by law, We accept no liability to any User for
her foreseeable or otherwise, in contract, tort
each of statutory duty, or otherwise, arising out of
of (or inability to use) Our Site or the use of or
hether it is provided by Us or whether it is an Ad)

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ding Ads) included on Our Site.

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We accept no liability for loss of profits, sales,
business opportunity, goodwill or reputation; loss
business interruption; or for any indirect or

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skill and care to ensure that Our Site is free from
subject to sub-Clause 12.3, We accept no liability
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ept responsibility or liability arising out of any
of Our Site resulting from external causes
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resentation, for death or personal injury resulting
ther forms of liability which cannot be excluded or
tails of consumers' legal rights, including those
ase contact your local Citizens' Advice Bureau or



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14. Viruses, Malware

- 14.1 We endeavour to ensure that Our Site is secure and free from malware [including, but not limited to, the scanning of all content uploaded to Our Site by Advertisers for viruses and malware as it is available to us]. We do not, however, guarantee that Our Site is secure or free from malware and accept no liability in respect of the same, as detailed in Clause 14.4.
- 14.2 You warrant that you are protecting your hardware, software, data and other information from viruses, malware, and other internet security risks.
- 14.3 You warrant that you will not introduce viruses or other malware, or any other technologically harmful either to or via Our Site.
- 14.4 You warrant that you will not grant unauthorised access to any part of Our Site, the servers, or any other server, computer, or database connected to Our Site.
- 14.5 You warrant that you will not attempt to disrupt Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 14.6 By breaching any of sub-Clauses 14.3 to 14.5 you may be liable under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities, and you warrant that you will cooperate with those authorities by disclosing your identity to them. We will cease immediately in the event of such a breach.

will and care to ensure that Our Site is secure and free from malware [including, but not limited to, the scanning of all content uploaded to Our Site by Advertisers for viruses and malware as it is available to us]. We do not, however, guarantee that Our Site is secure or free from malware and accept no liability in respect of the same, as detailed in Clause 14.4.

You warrant that you are protecting your hardware, software, data and other information from viruses, malware, and other internet security risks.

You warrant that you will not introduce viruses or other malware, or any other technologically harmful either to or via Our Site.

You warrant that you will not grant unauthorised access to any part of Our Site, the servers, or any other server, computer, or database connected to Our Site.

You warrant that you will not attempt to disrupt Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.

By breaching any of sub-Clauses 14.3 to 14.5 you may be liable under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities, and you warrant that you will cooperate with those authorities by disclosing your identity to them. We will cease immediately in the event of such a breach.

15. Privacy and Cookies

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

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

16. Data Protection

We will only use your personal data in accordance with the information as set out in Our Privacy Policy, available from <<insert link to Privacy Policy>>].

We will only use your personal data in accordance with the information as set out in Our Privacy Policy, available from <<insert link to Privacy Policy>>].

17. Communications

- 17.1 If you consent, we may from time to time send you important notices by email. These notices may relate to matters including, but not limited to, the provision of services under these Terms and Conditions, and changes to your account.
- 17.2 We will not send you marketing emails of any kind without your express consent, you may opt out at any time. Any and all such emails will include an unsubscribe link. [Email marketing preferences are managed in <<insert location, e.g. your Account page>>]. If you do not opt out of receiving emails from us at any time, it may take up to 5 business days for your new preferences to take effect.

If you consent, we may from time to time send you important notices by email. These notices may relate to matters including, but not limited to, the provision of services under these Terms and Conditions, and changes to your account.

We will not send you marketing emails of any kind without your express consent, you may opt out at any time. Any and all such emails will include an unsubscribe link. [Email marketing preferences are managed in <<insert location, e.g. your Account page>>]. If you do not opt out of receiving emails from us at any time, it may take up to 5 business days for your new preferences to take effect.

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17.3 For d
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about communications from Us (including, but not
please contact Us at <<insert email address>> or
<insert link to contact page or complaints page>>.

18. Changes to Terms and Conditions

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and Conditions at any time. [If We do so, details of
d at the top of this page.] Any such changes will
your first use of Our Site after the changes have
herefore advised to check this page from time to

18.2 In the
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shall

between the current version of these Terms and
version(s), the provisions current and in effect
ssly stated otherwise.

19. Contacting Us

To contact
methods pro

<<insert email address>> or using any of the
ge at <<insert link to contact page>>.

20. Law and Jurisdiction

20.1 Thes
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rwise) shall be governed by, and construed in
England & Wales] [Northern Ireland] [Scotland].

20.2 If you
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will benefit from any mandatory provisions of the
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s a consumer to rely on those provisions.

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any dispute, controversy, proceedings or claim
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spites concerning these Terms and Conditions,
u and Us, or any matters arising therefrom or
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of the courts of [England & Wales] [Northern

21. Attribution

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