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BACKGROUND:

These Terms of Use, together with any other documents referred to herein, set out the terms of use for accessing and using this website, <<insert website address>> ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. [You will be deemed to have accepted these Terms of Use if you use Our Site with and be bound by these Terms of Use.] **AND/OR** [You will be deemed to have accepted 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 Paid Ads. Please refer to our Terms of Sale for more information. <<insert link to Terms of Sale>>.

These Terms of Use, together with any other documents referred to herein, set out the terms of use for accessing and using this website, <<insert website address>> ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. [You will be deemed to have accepted these Terms of Use if you use Our Site with and be bound by these Terms of Use.] **AND/OR** [You will be deemed to have accepted 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 Paid Ads. 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:

otherwise requires, the following meanings:

"Account"

an account required for a User to access certain areas of Our Site, as detailed in Clause 10;

"Advertiser"

any person who posts a [Free Ad or a] Paid Ad on Our Site;

"Content"

any text, images, audio, video, scripts, databases and any other form of information of being stored on a computer that is part of, Our Site;

["Free Ad"

any advertisement posted on Our Site by an Advertiser, the details of the item or service advertised;]

"Paid Ad"

any advertisement posted on Our Site by an Advertiser in exchange for a fee, providing the service offered by the Advertiser;

["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 Ads, as detailed in Clause 10;]

"User"

any person who uses Our Site; and

"We/Us/Our"

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

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2. Information

- 2.1 Our <<insert address>>, is [owned and] operated by <<insert business name>> a company registered in England under <<insert company number>>. The registered address is <<insert registered address>> and the trading address is <<insert trading address>>. [Our VAT number is <<insert VAT number>>].
- 2.2 [We are regulated by <<insert name(s) of regulator(s)>>].
- 2.3 [We are a member of <<insert name(s) of association(s) etc.>>].
- 2.4 [Other details <<insert details as required>>].

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3. Access to Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may change or remove 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.

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4. Accounts

- 4.1 Certain parts of Our Site (including the ability to post [Free Ads and] Paid Ads) may require an Account in order to access them.
- 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 for you and you may only use the Account with their supervision.]
- 4.3 Where you create an Account, 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 your Account is kept up to date.
- 4.4 We [require you to] <<insert details>> that you choose a strong password for your Account. A strong password is, for example, <<insert description, e.g. "a combination of lowercase letters, uppercase letters, 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 of your Account.
- 4.5 You must not use another person's Account [without the express permission of that person].
- 4.6 Any personal information provided in your Account will be collected, used, and stored in accordance with Our 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 removal of any areas of Our Site requiring an Account for access. For more information, see the detailed description of what will happen to a user's data in Our Privacy Policy.

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4.8 [If you have an account on Our Site, any Free Ad(s) you have posted to Our Site will be subject to the licence granted to Us under sub-Clause 6.4. You must insert description of what will happen to Free Ads>

5. Intellectual Property

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5.1 With respect to [Free Ads and] Paid Ads, all Content included on Our Site and any other intellectual property rights subsisting in that Content, whether labelled otherwise, belongs to, or has been licensed to, Us (including that in [Free Ads and] Paid Ads) is protected under United Kingdom and international intellectual property laws.

5.2 Subject to Clause 5.3 [and 5.6] you may not reproduce, copy, distribute, modify, sell, lease, licence, or in any other manner re-use Content from Our Site without our express written permission to do so by Us.

- 5.3 You may not:
 - a) copy or reproduce Our Site in a web browser (including any web browser cache) or convert it into other types of software or app;
 - b) create a derivative work of any part of it for caching;
 - c) copy or reproduce any page(s) from Our Site;
 - d) copy or reproduce any content on pages on Our Site; and
 - e) save or store any Content on Our Site for later and/or offline viewing.

5.4 Our Site and any Content on Our Site (or that of our licensors) (where appropriate) must always be acknowledged.

5.5 You may not print, save, or download from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors) to do so. [This does not prohibit the normal access, use or copying of Content for general information purposes whether by individuals or businesses.]

5.6 [Nothing in this Clause limits or excludes the fair dealing provisions of the Copyright, Designs and Patents Act 1988 'Acts Permitted in Particular' covering in particular the making of temporary copies for the purposes of research, study; the making of copies for text and data mining; criticism, review, quotation and news reporting; parody or pastiche; and the incidental inclusion of material in a larger work.]

6. [Free Ads]

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6.1 An Advertiser wishing to post a Free Ad. Please refer to Clause 4 for more information.

6.2 You are solely responsible for your Free Ad. Specifically, you warrant that you have the right to submit the Free Ad and that the Free Ad is accurate and truthful, that all such information is true, complete and up-to-date, that no personal data will be included, that you have the right to include, and that your Free Ad will comply with our Privacy Policy, detailed below in Clause 14.

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6.3 You shall be liable to Us and will, to the fullest extent permissible by law, be responsible for any breach of the warranties given by you under sub-Clause 6.2. We shall not be liable or responsible for any loss or damage suffered by Us as a result of your use of Our Site.

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6.4 You shall (and you shall ensure that any third party (including any service provider (appropriate)) retain ownership of the content of your Free Ad and all intellectual property rights subsisting therein. By submitting a Free Ad, you shall grant to Us an unconditional, non-exclusive, fully transferrable, non-assignable, non-sublicensable, worldwide licence to use, store, archive, copy, reproduce, distribute, adapt, edit, reproduce, distribute, prepare derivative works, perform, and sub-licence that Free Ad for the purpose of promoting Our Site.

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6.5 If you remove a Free Ad from Our Site, you may do so by <<insert appropriate text>>. We shall make reasonable efforts to remove the Free Ad in question. Removing a Free Ad also revokes the licence granted to Us under sub-Clause 6.4. Please note, however, that cached copies of your Free Ad may not be made immediately available at all where they are outside of Our Site.

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

7. No Scraping

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7.1 You shall not undertake, enable, permit, authorise, or facilitate any form of automated data mining or data mining on or with respect to any part of Our Site.

7.2 You shall not use any data, Content, or information included on Our Site for the purposes of developing or training AI models or systems.

7.3 The provisions of this Clause 7 covers all purposes for which such activities are undertaken, including, but not limited to, the development or training of AI models or systems. This includes, but is not limited to, the use of:

- a) any crawler, spider, or other automated system, software, script, tool, or methodology used to access, obtain, or process any data, Content, or information included on Our Site;
- b) any software, script, tool, or methodology designed to analyse digital text or data in order to extract information or to develop or train AI models or systems.

7.4 Sub-clauses 7.1 to 7.3 shall apply to the fullest extent permissible by law.

8. Links to Our Site

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8.1 You shall not link to Our Site in any of the following ways:

- a) in a manner that is illegal or in violation of applicable law;
- b) in a manner that suggests any form of association, endorsement, or approval on Our part where none exists;

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- c) logos or trade marks displayed on Our Site without permission; and
- d) any way that is calculated to damage Our reputation or the reputation of any other person, firm or organization.

8.2 [You are prohibited from posting any content on Our Site.]

OR

8.2 [You are prohibited from posting any content on any page other than the homepage of Our Site, <<insert URL>> or any other page requires Our express written permission. Please contact Us at <<insert email address>> for further information.]

8.3 [Franklin & Olin's use of Our Site on other websites is not permitted without Our express written permission. Please contact Us at <<insert email address>> for further information. [This does not prohibit the content displayed automatically generated by certain websites and applications, such as search engines, social media.]]

8.4 You are prohibited from posting any content from any other site the main content of which contains any of the following:

- a) content that is defamatory, libelous or otherwise likely to damage the reputation of any person, firm or organization;
- b) content that is defamatory, libelous or otherwise inflammatory;
- c) content that is obscene, pornographic or otherwise sexually explicit;
- d) content that is in any way unlawful or in violation of any form of unlawful activity;
- e) content that is defamatory, libelous or otherwise likely to damage the reputation of any person, firm or organization or is in any way defamatory of, any person, firm or organization, on the basis of sex, race, gender, religion, nationality, disability, age;
- f) content that is otherwise likely to threaten, harass, annoy, alarm, intimidate or embarrass another person;
- g) content that is otherwise likely to deceive another person;
- h) content that is otherwise likely to infringe (or to threaten to infringe) the intellectual property rights of any person, firm or organization;
- i) 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 damage the reputation of that person. Identities are not included in this definition provided within any of the other provisions of this sub-Clause;
- j) content that is in violation of any legal duty owed to Us where none exists;
- k) content that is in violation of the intellectual property rights of any person, firm or organization, not limited to, copyright, trade marks, and patents of any other party; or
- l) content that is in violation of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

8.5 [The provisions of sub-Clause 8.4 do not apply to content submitted to the Site if you can demonstrate that the primary purpose of the site accords with the provisions of Clause 8.4. You are not, for example, prohibited from posting content on purpose social networking sites merely because they allow you to post such content. You are, however, prohibited from posting content that focuses on or encourages the submission of such content.]

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9. **Links to Other Sites**

Links to other sites on Our Site are not under our control and we do not assume responsibility for the content or accuracy of information on those sites.

Unless expressly stated, these sites do not constitute an endorsement or approval by us. We do not assume nor accept responsibility or liability for the inclusion of a link to another site on Our Site is for any endorsement of the sites themselves or of their content.

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10. **Advertising**

10.1 We reserve the right to display Third Party Advertising on Our Site and We reserve the right to display Third Party Advertising on the same page as any content from any other Third Party Advertiser.

We reserve the right to display Third Party Advertising on Our Site and We reserve the right to display Third Party Advertising on the same page as any content from any other Third Party Advertiser.

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

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

10.3 We are not responsible for the content of any Third Party Advertising on Our Site. The Third Party Advertiser is responsible for the content of their advertising material. We will not be responsible for any errors, omissions, or inaccuracies on Our Site including, but not limited to, any errors, omissions, or inaccuracies in the content of any Third Party Advertising on Our Site.

The Third Party Advertiser is responsible for the content of their advertising material. We will not be responsible for any errors, omissions, or inaccuracies on Our Site including, but not limited to, any errors, omissions, or inaccuracies in the content of any Third Party Advertising on Our Site.

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11. **Disclaimers**

11.1 Nothing on this Site should be relied upon for legal or financial advice on which you should rely. It is provided for general information purposes only. [Professional or specialist advice should be sought before taking any action [relating to <<describe type of information on the website relates>>] OR [on the basis of any information on this Site].]

Nothing on this Site should be relied upon for legal or financial advice on which you should rely. It is provided for general information purposes only. [Professional or specialist advice should be sought before taking any action [relating to <<describe type of information on the website relates>>] OR [on the basis of any information on this Site].]

11.2 Insofar as we are able to guarantee, we do not guarantee that our software will meet your requirements, that it will not infringe the rights of third parties, or that our software will be compatible with all software and hardware, or that our software will not cause damage as a result of Our failure to exercise reasonable care. If our software or other content from Our Site damages your device or other digital property, you, if you are a consumer, you may be entitled to certain remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

Insofar as we are able to guarantee, we do not guarantee that our software will meet your requirements, that it will not infringe the rights of third parties, or that our software will be compatible with all software and hardware, or that our software will not cause damage as a result of Our failure to exercise reasonable care. If our software or other content from Our Site damages your device or other digital property, you, if you are a consumer, you may be entitled to certain remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

11.3 We do not warrant that the Content on Our Site is accurate, complete, up to date, or free from errors, omissions, or inaccuracies. We do not, however, make any representation or guarantees (whether express or implied) that the Content on Our Site is accurate, complete, up to date, or free from errors, omissions, or inaccuracies.

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11.4 [We do not warrant the content or accuracy of, or for any opinions, views, or values expressed in Free Ads. Any such opinions, views, or values are the property of the user and do not reflect Our opinions, views, or values. We have no control over, nor any involvement in, any Free Ads, and we do not accept any responsibility for any actions taken, or for any damages, including, but not limited to, any Free Ad.]

[We do not warrant the content or accuracy of, or for any opinions, views, or values expressed in Free Ads. Any such opinions, views, or values are the property of the user and do not reflect Our opinions, views, or values. We have no control over, nor any involvement in, any Free Ads, and we do not accept any responsibility for any actions taken, or for any damages, including, but not limited to, any Free Ad.]

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12. Our Liability

- 12.1 The [Free Ads] and [Paid Ads] are governed separately by Our Terms of Sale [and Free Ads Terms of Sale]. Limitations and exclusions stated to apply to our Content do not apply to Paid Ads.
- 12.2 To the extent permitted by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance on any Content, whether it is provided by Us or whether it is a Free Ad.
- 12.3 To the extent permitted by law, We exclude all representations, warranties and conditions (whether express or implied) that may apply to our Content (including Free Ads)] included on Our Site.
- 12.4 If you use Our Site for business purposes, We accept no liability for loss of profits, sales, business opportunity, goodwill or reputation; loss of data; business interruption; or for any indirect or consequential loss or damage.
- 12.5 We exercise reasonable skill and care to ensure that Our Site is free from viruses and malware. However, subject to sub-Clause 11.2, We accept no liability for any damage resulting from a virus or other malware, a network outage, a cyber attack, or other harmful material or event that may occur, including any software, data or other material that occurs as a result of the use of Our Site (including the downloading of any Content from Our Site).
- 12.6 We do not accept responsibility or liability arising out of any interruption or disruption of Our Site resulting from external causes including but not limited to ISP equipment failure, host equipment failure, network failure, natural events, acts of war, or legal restrictions.
- 12.7 Nothing in this Clause excludes or restricts Our liability for fraud or negligence, or for death or personal injury resulting from negligence. We do not disavow forms of liability which cannot be excluded or restricted by law. We do not disavow the rights and tails of consumers' legal rights, including those relating to the exercise of their rights. Please contact your local Citizens' Advice Bureau or Trading Standards for more information.

13. Viruses, Malware

- 13.1 We exercise reasonable skill and care to ensure that Our Site is secure and free from viruses and malware [including, but not limited to, the scanning of all Content uploaded by Advertisers for viruses and malware as it is available on Our Site]. However, we do not guarantee that Our Site is secure or free from viruses and malware and accept no liability in respect of the same, including any damage resulting from the use of Our Site. [See Clause 11.5.]
- 13.2 You are responsible for protecting your hardware, software, data, and other information from viruses, malware, and other internet security risks.
- 13.3 You must not introduce viruses or other malware, or any other technologically harmful either to or via Our Site.
- 13.4 You must not attempt to gain unauthorised access to any part of Our Site, the

serve...
conn...
ored, or any other server, computer, or database

13.5 You...
distrib...
ite by means of a denial of service attack, a
tack, or by any other means.

13.6 By b...
comr...
all su...
and V...
them...
breac...
s of sub-Clauses 13.3 to 13.5, you may be
under the Computer Misuse Act 1990. Any and
ported to the relevant law enforcement authorities,
with those authorities by disclosing your identity to
ite will cease immediately in the event of such a

14. Acceptable

14.1 You...
the p...
in a manner that is lawful and that complies with
4. Specifically:

a) ...
you comply fully with any and all local, national or
or regulations;

b) ...
r Site in any way, or for any purpose, that is

c) ...
Site to knowingly send, upload, or in any other
contains any form of virus or other malware, or
igned to adversely affect computer hardware,
y kind; and

d) ...
r Site in any way, or for any purpose, that is
person or persons in any way.

14.2 Whe...
OR ...
comr...
communicating in any other way using Our Site)]
way using Our Site], you must not [submit,]
anything that:

a) ...
y offensive, hateful or otherwise inflammatory;

b) ...
any form of unlawful activity;

c) ...
or is in any way defamatory of, any person,
ons, race, gender, religion, nationality, disability,
ge;

d) ...
wise likely to threaten, harass, annoy, alarm,
or embarrass another person;

e) ...
otherwise likely to deceive [(including any
supportable claims or comparisons concerning
a Free Ad or any other Free or Paid Ad or
)];

f) ...
wise likely to infringe (or threaten to infringe)
to privacy or otherwise uses their personal data
ot have a right to;

g) ...
ates any person or otherwise misrepresents your
n a way that is calculated to deceive (obvious

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led within this definition provided that they do not
other provisions of this sub-Clause 14.2);

j) liability with Us where none exists;

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

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

14.3 [Free items and/or services may not be posted:

a) ;

b) ons as required>>.]

14.4 We r end or terminate your access to Our Site if you
mate sions of this Clause 14 or any of the other
provi Use. Specifically, We may take one or more of
the fo

a) our Free Ad;]

b) ny Paid Ad(s) you may have (Please refer to our

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) ion to law enforcement authorities as required or
ly necessary; and/or

g) n We deem reasonably appropriate (and lawful).

14.5 We h all liability arising out of any actions (including,
but r out above) that We may take in response to
breac se.

15. Privacy and

Use of Our S Our Privacy Policy, available from <<insert link to
Privacy Poli Policy, available from <<insert link to Cookie
Policy>>]. [e policies are] incorporated into these Terms of
Use by this r

16. Changes to

16.1 We r of Use at any time. [If We do so, details of the
chan at the top of this page.] Any such changes will
beco your first use of Our Site after the changes have
been therefore advised to check this page from time to
time.

16.2 In the between the current version of these Terms of Use
and a the provisions current and in effect shall prevail
unles otherwise.

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17. Contacting Us

To contact us, please use any of the methods provided on our website.

<<insert email address>> or using any of the methods provided on our website at <<insert link to contact page>>.

18. Communications

18.1 If We contact you (if, for example, you have an Account) We may contact you from time to time to provide you with important notices by email. Such notices may relate to, but are not limited to, service changes, changes to these Terms and Conditions of Sale, and changes to your Account.

18.1 If We contact you (if, for example, you have an Account) We may contact you from time to time to provide you with important notices by email. Such notices may relate to, but are not limited to, service changes, changes to these Terms and Conditions of Sale, and changes to your Account.

18.2 We will not send you marketing emails of any kind without your express consent, you may opt out at any time. Any and all marketing emails we do send you will include an unsubscribe link. [Email marketing preferences are managed in <<insert location, e.g. your Account page>>]. If you do not wish to receive emails from us at any time, it may take up to 5 <<insert number>> business days for Us to comply with your request. You may continue to receive emails from Us.

18.2 We will not send you marketing emails of any kind without your express consent, you may opt out at any time. Any and all marketing emails we do send you will include an unsubscribe link. [Email marketing preferences are managed in <<insert location, e.g. your Account page>>]. If you do not wish to receive emails from us at any time, it may take up to 5 <<insert number>> business days for Us to comply with your request. You may continue to receive emails from Us.

18.3 For complaints, please contact Us at <<insert email address>> or via <<insert link to page or complaints page>>.

18.3 For complaints, please contact Us at <<insert email address>> or via <<insert link to page or complaints page>>.

19. How We Use Your Information (Data Protection)

We will only use your information as set out in Our Privacy Policy, available from <<insert link>>.

We will only use your information as set out in Our Privacy Policy, available from <<insert link>>.

20. Law and Jurisdiction

20.1 These Terms and Conditions will 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].

20.1 These Terms and Conditions will 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].

20.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your jurisdiction. Nothing in sub-Clause 20.1 above takes away this right.

20.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your jurisdiction. Nothing in sub-Clause 20.1 above takes away this right.

20.3 If you have a dispute, 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 determined by your residency.

20.3 If you have a dispute, 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 determined by your residency.

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21. Attribution

These Terms and Conditions were created using a document template from www.simplydocs.com

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