

By Using Our Site You Accept These Terms and Conditions

Please read these Terms and Conditions carefully and ensure that you understand them before using our Site, together with any other documents (such as privacy policies) (collectively, the "Terms and Conditions"). It is recommended that you save a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were last updated on <<insert date>>. [The following changes were made: <<insert details of changes>>.]

Your agreement to comply with these Terms and Conditions is indicated by your use of Our Site. If you do not agree with these Terms and Conditions, you must stop using Our Site immediately.

The following document[s] apply to Our Site:

- Our Privacy Policy, in Part[s 3 and] 16.
- [Our Cookie Policy, in Part 16.]
- [Our Acceptable Use Policy, in Part 16.]

1. Definitions and Interpretation

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

["Contact Tools"]

"Content"

"We/Us/Our"

2. Information About Us

2.1 Our Site is operated by <<insert company name>>, a company registered in England and Wales with company number <<insert company number>>. Our registered office is at <<insert registered address>> and Our main trading address is at <<insert main trading address>>.

2.2 [Our VAT number is <<insert VAT number>>.]

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

- 2.4 [We are a member of the <<insert association(s) etc.>>.]
- 2.5 [We are an investor in <<insert company name>>.]
- 2.6 [Please note that Our <<insert company name>> is being wound up.]
- 2.7 [<<insert further info>>]

3. How to Contact Us [and Your Feedback Tools]

- 3.1 To contact Us by email, please email at <<insert email address>> or to contact Us by telephone, please call <<insert telephone number>>.
- 3.2 [We provide the following tools to help you to contact Us:
- <<insert Contact Us form, live chat etc.>>
- 3.3 When using Our Content, you must comply with the following rules applying to our Acceptable Usage Policy. [Our <<insert link>>, applies.] **OR** [the following rules apply to you when you communicate, submit, or otherwise do anything that:
- a) [is sexually explicit or obscene];
 - b) in any way suggests, promotes, or depicts child sexual abuse material; or
 - c) is obscene, defamatory, hateful, or otherwise inflammatory;
 - d) promotes violence or terrorism;
 - e) promotes, encourages, or depicts acts of terrorism;
 - f) promotes or depicts illegal or unlawful activity;
 - g) is defamatory or libelous;
 - h) bullies, insults, or intimidates another person;
 - i) discriminates on the basis of race, ethnicity, national origin, sex, sexual orientation, gender identity, or any other protected category; or
 - j) is intended to threaten, harass, annoy, alarm, or otherwise harm another person;
 - k) is calculated to deceive;
 - l) is intended to infringe (or threaten to infringe) the intellectual property rights of, or otherwise uses their personal information in a way that they do not have a right to;
 - m) misleadingly impersonates Us or otherwise misrepresents your identity or affiliation, or is calculated to deceive [(obvious parodies are exempt from this definition provided that they do not breach any other applicable laws or standards in this Part 3)];
 - n) implies any affiliation with Us or any other party where there is none;
 - o) infringes, or attempts to infringe, the intellectual property rights (including copyright, designs, patents, trade marks, and other intellectual property rights) of Us or any other party;
 - p) is in breach of any applicable law, regulation, or standard, but not limited to, confidentiality or privacy obligations, or other duties of confidence[.] **OR** [;]

q) [<<add further >>.]

3.4 We may monitor and s made using Our Contact Tools.

3.5 Any personal information that you provide to Us, either via Our Contact Tools or otherwise (including your name and contact details) will be collected, used, and stored in accordance with your rights and Our obligations under data protection laws and Our Privacy Policy, available from <<insert link>>.

4. Access to Our Site

4.1 Access to Our Site

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

4.3 Access to Our Site (or any part of it) will be available to you on an “as available” basis. We may suspend or discontinue access to Our Site (or any part of it) at any time. We do not guarantee that Our Site (or any part of it) will be available or that access to it will be uninterrupted. [If We suspend or discontinue access to Our Site (or any part of it), We will try to give you reasonable notice of such suspension or discontinuation.]

5. Changes to Our Site

We may alter and update [redacted] of it) at any time [redacted] brief description of potential [redacted]. [redacted] [If We make any [significant] alterations to Our Site (or [redacted] to give you reasonable notice of the alterations.]

6. Changes to these Terms

6.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be posted on the [Privacy Policy](#) page of this page. As explained above, your use of Our Services constitutes your acceptance of these Terms and Conditions. Consequently, your continued use of Our Services constitutes your assent to these Terms and Conditions. We will apply to your use of Our Services the latest version of these Terms and Conditions at any time you use it after the changes have been implemented. We advise you to check this page every time you use Our Services.

6.2 If any part of the current Terms and Conditions conflicts with any previous version of the Terms and Conditions, the current Terms and Conditions shall prevail unless We explicitly state otherwise.

7. [International Users

Our Site is intended for use in the United States only. We do not warrant or represent that Our Site or any of its content is available in other locations or are suitable for use in other locations.

8. How You May Use Our Site (and Your Intellectual Property Rights)

8.1 [All Content included in the Service shall be deemed to be the copyright and other intellectual property rights in the Service has been licensed by Us, unless specifically labelled otherwise. All Content is protected by applicable United States and international laws.

- Kingdom and international copyright laws and treaties.
- 8.2 You may access, view or download Our Site Content using a web browser (including any web browser plug-in or software or app) and you may cache Our Site Content for caching (this usually occurs automatically).
- 8.3 You may print [only a limited number of copies] and download extracts of any page(s) from Our Site [for personal use only].
- 8.4 [You may download Content from Our Site where We clearly indicate that it is available for personal use only.]
- 8.5 You may not modify, copy, reproduce, republish, redistribute, download extracts] **OR** [printed or saved Content] in any way. Content downloaded from Our Site must not be used separately from the original text.
- 8.6 You may not use any Content not limited to that which you have saved or downloaded for commercial purposes without first obtaining a licence from Us (where applicable). [This does not prevent the normal use of Our Site for general information purposes by consumers.] For further information about the commercial use of Our Site, please contact Us using the details provided above in Part 3.
- 8.7 You may not systematically download Content from Our Site with a view to creating a form of comprehensive collection, without Our express written permission.
- 8.8 Unless expressly stated in Our Terms and Conditions or on Our Site, you may not otherwise copy, reproduce, sell, rent, sub-licence, store, or distribute Content from Our Site without Our express written permission. For further information about the re-use of Content from Our Site, please Contact Us using the details provided above in Part 3.
- 8.9 Our status as the sole authorised licensors of the Content on Our Site (or that of any third party) must always be acknowledged.
- 8.10 If you wish to use any Content in any way that is not permitted under these Terms and Conditions, please contact Us using the details provided above in Part 3.
- OR**
- 8.1 [All Content including any Content that has been licensed by Us, unless specifically labelled otherwise, is protected by applicable United Kingdom and international copyright laws and treaties.
- 8.2 You may access, view or download Our Site Content using a web browser (including any web browser plug-in or software or app) and you may cache Our Site Content for caching (this usually occurs automatically).
- 8.3 You may print copies of any page(s) from Our Site [for personal use].
- 8.4 [You may download Content from Our Site where We clearly indicate that it is available for personal use only].]
- 8.5 [You may not use Content but not limited to that which you

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have saved or downloaded Content from Our Site without first obtaining a licence from the relevant rights holders (not prevent the non-commercial use of the information purpose about the commercial use of the details provided

for commercial purposes without the prior written permission of the relevant licensors, as applicable). [This does not prevent the non-commercial use of Our Site for general information purposes.] For further information about Our Site, please contact Us using the details provided above in Part 3.]

8.6 [You may not systemically download Content from Our Site with a view to creating a new form of comprehensive collection, or for any other purpose, without Our express written permission.]

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8.7 [Unless expressly stated otherwise, you may not otherwise use, copy, reproduce, distribute, sell, rent, sub-licence, store, or otherwise make available on Our Site without Our express written permission. For further information, please Contact Us using the details provided above in Part 3.]

and Conditions or on Our Site, you may not otherwise use, copy, reproduce, distribute, sell, rent, sub-licence, store, or otherwise make available on Our Site without Our express written permission. For further information, please Contact Us using the details provided above in Part 3.]

8.8 [Our status as the sole authorised licensee of the Content identified licensors, and any other rights, shall always be acknowledged.]

the Content on Our Site (or that of any other rights, shall always be acknowledged.)

8.9 If you wish to use a Content in any way that is not permitted under these Terms, please Contact Us using the details provided above in Part 3.]

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8.10 [Nothing in these Terms shall limit or exclude the provisions of Chapter III of the Copyright, Designs and Patents Act 1988, 'Acts Permitted in Relation to Copyright Works' (which includes exceptions allowing certain uses of copyright material for non-commercial research and private study; to criticism, review, and reporting; to parody, caricature, and pastiche; and to information is available from the UK Intellectual Property Office website).

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9. Links to Our Site

9.1 [You may link to the homepage of Our Site, but this requires our express written permission.]

OR [You may only link to the homepage of Our Site. Linking to other pages on Our Site requires our express written permission.]

9.2 Links to Our Site must not be used in a way that is likely to damage Our reputation or that of any of our licensors.

You must not take unfair advantage of Our reputation or that of any of our licensors.

9.3 You must not link to Us (where there is no such link) or to any of our licensors (where there is none).

that suggests any association with Us (where there is no such link) or to any of our licensors (where there is none).

9.4 Your link should not contain any of Our trademarks or other marks displayed on Our Site without Our express written permission.

Our trademarks or other marks displayed on Our Site without Our express written permission.

9.5 [You must not frame or otherwise use Content from another website without Our express written permission.]

on another website without Our express written permission.]

9.6 [You may not link to Content that is unlawful; obscene; defamatory; threatening; racist, discriminatory; or that promotes violence, racial hatred, or terrorism; or that we deem to be otherwise unlawful, defamatory, or otherwise in breach of applicable law.]

website the main content of which is unlawful; obscene; defamatory; threatening; racist, discriminatory; that promotes violence, racial hatred, or terrorism; or that we deem to be otherwise unlawful, defamatory, or otherwise in breach of applicable law.]

OR

- 9.6 [You may not link to a website the main content of which does not comply with our Policy, available at <<insert link>>] set out in Our Acceptable Usage Policy.
10. **Links to Other Sites**
- 10.1 Links to other websites on Our Site. Unless expressly stated, we accept no responsibility or liability for the content of those sites.
- 10.2 The inclusion of a link on Our Site is for information purposes only and does not constitute endorsement of that website or of its owners, operators, or content.
11. **[Advertising]**
- We may feature advertising on Our Site. We are not responsible for the content of any advertising on Our Site. We are not responsible for any errors, inaccuracies, or omissions in such advertising. <<insert business name(s)>> [is] OR [are] responsible for the content of any advertising, please refer to the content of their own advertising. For further information about advertising, please refer to <<insert link to advertising information>>.]
12. **Disclaimers**
- 12.1 Nothing on Our Site should be taken as advice on which you should rely. It is provided for general information only. [Professional or specialist advice should always be sought before taking any action relating to <<describe the type of action to which your website relates>>].]
- 12.2 The opinions, views, and values expressed on Content on Our Site are those of the authors of that Content and do not represent Our opinions, views, or values.
- 12.3 To the extent permitted by law, we make no warranties, representations, or disclaimers for Content on Our Site. We make reasonable efforts to ensure that the Content on Our Site is accurate, complete, and up to date, but We make no warranty (express or implied) that this will be the case.
- 12.4 If you are a business user, please refer to the terms, conditions, and other notices that apply to your use of Our Site and Content.
13. **Our Liability**
- 13.1 Nothing in these Terms and Conditions excludes or restricts Our liability for death or personal injury resulting from negligence, or for liability which cannot be lawfully excluded or restricted.
- 13.2 If you are a business user, please refer to the terms, conditions, and other notices that apply to your use of Our Site and Content. We accept no liability for damage, whether foreseeable or otherwise, in connection with the use of (or inability to use) Our Site or the use of Content included on Our Site.

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13.3 If you are a business, we shall have no liability for loss of profit, sales, business, or revenue; opportunity, goodwill, or reputation; loss of anticipated consequential loss or damage; or for any indirect or consequential loss or damage.

13.4 [Our Site is intended for use only.] If you are a consumer, you agree that [you will use Our Site for commercial or business purposes and that] We shall not be liable for any business losses as set out above.

13.5 [Subject to Part 13.6, we warrant that Content (digital content) from Our Site will not, in the ordinary course of use, damage your computer or other device, or any content or a device belonging to you, where that damage results from a failure to use reasonable skill and care, We will either repair or replace the damaged item or the damage.]

13.6 [Note that the right to repair in Part 13.5 will be lost if the damage in question could have been avoided by following advice or instructions from Us or a third party, or if the damage resulted from your failure to comply with the minimum system requirements provided by Us for the use of Our Site.]

14. Viruses, Malware, and Security

14.1 We exercise reasonable care to ensure that Our Site is secure and free from viruses and malware. We do not guarantee that this is the case.

14.2 You are responsible for protecting your hardware, software, data, and other information from internet security risks.

14.3 You must not deliberately introduce any harmful material which is malware or other malware, or any other material which is harmful either to or via Our Site.

14.4 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.

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

14.6 By breaching the provisions of Part 14.5, 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 fully with them. You must immediately disclose your identity to them. Your right to use Our Site will be terminated immediately in the event of such a breach.

15. Acceptable Usage of Our Site

15.1 [In addition to these terms, Our Acceptable Usage Policy, available at <<insert URL>>, governs your use of Our Site.]

15.2 You may only use Our Site for the purposes set out below:

a) You must comply with any and all local, national, or international laws, regulations, and other legal requirements that apply;

b) You must not use Our Site for any purpose, in any way, or for any purpose, that is unlawful or fraudulent.

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- c) You must not knowingly send, upload, or in any other way transmit any form of virus or other malware or any other code that may severely affect computer hardware, software, or data.

15.3 If you fail to comply with Part 15 [and/or Our Acceptable Use Policy], you may be in breach of these Terms and Conditions. We may take one or more of the following actions in response:

- a) Suspend or terminate your access to Our Site;
- b) Issue you with a cease and desist letter;
- c) Take legal proceedings for reimbursement of any and all costs incurred by Us, including reasonable attorneys' fees, resulting from your breach;
- d) Take further action as appropriate;
- e) Disclose such information to law enforcement authorities as required or permitted by applicable law; and/or
- f) Any other action that we deem to be reasonably appropriate (and lawful).

15.4 We hereby exclude ourselves from any actions that We may take (including, but not limited to, those set out above in Part 15.3) in response to your breach.

16. How We Use Your Personal Information

We will only use your personal information in accordance with what is set out in Our Privacy Policy, available at [\[insert link\]](#) and Our Terms and Conditions, available from [\[insert link\]](#).

17. [Communications from Us]

17.1 If We have your contact information, we may contact you from time to time. Such communications may include, but not limited to, changes to Our Terms and Conditions.

17.2 We will not send you marketing emails without your express consent. If you do not give us your consent at any time. All marketing emails from Us require your consent. If you opt out of emails from Us, it may take up to [\[insert period\]](#) for the opt out to take effect and you may continue to receive emails during this time.

17.3 For questions or comments regarding our communications from Us, please contact Us using the details set out in our contact information.

18. Law and Jurisdiction

18.1 These Terms and Conditions shall govern the relationship between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, the laws of the State of New York.

18.2 If you are a consumer, these Terms and Conditions shall not override any mandatory provisions of the law in your country that cannot be waived. If Part 18.1 takes away from or restricts your legal rights, this section shall prevail.

18.3 If you are a consumer, any controversy, proceedings, or claim arising out of or relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be resolved by arbitration.

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subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as to the merits of any dispute or controversy.

of England, Wales, Scotland, or Northern Ireland, as to the merits of any dispute or controversy.

18.4 If you are a business, any dispute or controversy, proceedings, or claim between you and us arising out of or in connection with these Terms and Conditions or to the relationship between us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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