

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 that may be referred to in the terms of use governing your use of Our Site (collectively, "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>>]

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. [You must also agree to these Terms and Conditions if you sign up for <<insert service>>]

The following documents are incorporated into these Terms and Conditions:

- Our Privacy Policy, in Parts [3,] 7 and 18.
- [Our Cookie Policy, in Part 18.]
- Our Acceptable Use Policy, referred to below in Part 17.

1. Definitions and Interpretation

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

"Account"

["Contact Tools"

"Content"

"Our Site"

"User"

"User Content"

carefully and ensure that you understand them before using Our Site, together with any other documents that may be referred to in the terms of use governing your use of Our Site (collectively, "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>>]

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. [You must also agree to these Terms and Conditions if you sign up for <<insert service>>]

Our Site:

<<insert website address>>. This is also referred to below as "Our Site".

<<insert website address>>. This is also referred to below as "Our Site".

at <<insert link>>. This is also referred to below as "Our Site".

In the context otherwise requires, the following expressions shall have the following meanings:

required to access certain features of Our Site, as set out in Part 7;

communications facility that We provide on Our Site enabling you to contact Us. This includes, but is not limited to, contact forms and live chat.

text, images, audio, video, scripts, databases, and any other form of digital content, whether or not being stored on a computer that is part of, Our Site;

<<insert website address>>, and "Our Site" also refers to all Content on Our Site, unless expressly stated otherwise.

Our Site;

including, but not limited to,] Content published on Our Site, shared by users, and

“We/Us/Our”

Business name>>.

2. Information About Us

- 2.1 Our Site is operated by [Business name>>]. [We are a limited company registered in England and Wales with company number <<insert company number>>. Our registered address is <<insert registered address>> and Our main trading address is <<insert trading address>>.] **OR** [Our address is <<insert 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 <<insert association(s) etc.>>].]
- 2.5 [We are an investment company regulated by <<insert regulator(s)>>].]
- 2.6 [Please note that Our Site is not intended to be used while being wound up.]
- 2.7 [<<insert further information>>].]

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

- 3.1 To contact Us by email, please email us at <<insert email address>> or to contact Us by telephone, please call us on <<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 Complaints and Feedback Tools, [Our Acceptable Usage Policy, <<insert link>>, applies.] **OR** [the following rules apply to anything that you communicate, submit, or otherwise do through Our Site:
- a) [is sexually explicit or obscene];
 - b) [is in any way abusive, defamatory, or contains abuse material];
 - c) [is obscene, defamatory, or otherwise inflammatory];
 - d) [promotes violence];
 - e) [promotes, encourages, or supports acts of terrorism];
 - f) [promotes or encourages illegal or unlawful activity];
 - g) [is defamatory];
 - h) [bullies, insults, or intimidates another person];
 - i) [discriminates on the basis of race, ethnicity, nationality; gender; gender identity; sexual orientation; religious or philosophical beliefs; disability; or age];
 - 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 another person or otherwise uses their personal information in a way that they do not have a right to];

S

m) misleadingly represents your identity or a trademark or service mark, or knowingly or otherwise misrepresents your identity or a trademark or service mark calculated to deceive [(obvious definition provided that they do not breach any 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 rights) of Us or any other party;

p) is in breach of a duty of confidentiality owed to another party including, but not limited to, confidential information or trade secrets of confidence[.] OR [;]

q) [<<add further restrictions >>].]

3.4 We may monitor and restrict access to Our Site made using Our Contact Tools.

3.5 Any personal information collected, used, and otherwise (including but not limited to, name and contact details) will be subject to Our Privacy Policy, available from our Privacy Policy, available from <<insert link>>.]

4. Access to Our Site

4.1 Access to Our Site is subject to the following terms and conditions.

4.2 It is your responsibility to ensure that you have the necessary arrangements necessary in order to access Our Site.

4.3 Access to Our Site is provided on an "as available" basis. We may suspend or discontinue access to any part of it) at any time. We do not guarantee that access to Our Site (or any part of it), We will try to give you reasonable notice of suspension or discontinuation.]

5. Changes to Our Site

We may alter and update the content of Our Site (or any part of it) at any time [<<insert brief description of potential alterations to Our Site (or any part of it) >>]. [If We make any [significant] alterations to Our Site (or any part of it), We will try to give you reasonable notice of the alterations.]

6. Changes to these Terms and Conditions

6.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be posted on this page [and We will inform you by <<insert method>>]. The changes will apply to your use of Our Site after you use it after the changes have been implemented. You agree to review and accept the changes by <<insert method>> and to check this page every time you use Our Site.

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

A

M

P

L

E

7. Accounts

- 7.1 Certain features on Our Site may require an Account.
- 7.2 Only Users aged <<insert age>> or older may create an Account. [If you are under the age of <<insert age>>, you may not use the features on Our Site that require an Account. You must create the Account for you under the supervision of a parent or guardian.]
- 7.3 When creating an Account, the information you provide must be accurate and complete. If any of the information is false, it is your responsibility to ensure that your Account is accurate.
- 7.4 We [recommend] that you choose a strong password for your Account, consisting of at least 8 characters, e.g. "a combination of lowercase letters, uppercase letters, numbers and symbols" >>.
- 7.5 It is your responsibility to keep your Account details safe. [You must not share your Account details with anyone. If you believe your Account is being accessed by someone else, without your permission, please [change your password] [and/or] [contact Us using the details above in Part 7.4].]
- 7.6 You must not use a password that is the same as [any other account you have] [without their permission].
- 7.7 All personal information that you provide to Us in your Account will be collected, stored, used, and held in a secure manner in accordance with Our obligations under data protection law, as set out in Our Privacy Policy, available from <<insert link>>.
- 7.8 If you wish to delete your Account, you may do so at any time. If you delete your Account, you will lose access to the features on Our Site that require an Account. It will result in the removal of your Account and all Content that you have shared. We will provide a detailed explanation of what will happen to the user's User Content. For further details about the retention and deletion of personal information, please refer to Our Privacy Policy, available from <<insert link>>.
- 7.9 If you delete your Account, all Content that you have shared on Our Site will [also be deleted]. For a detailed description of what will happen to the user's User Content, please refer to Our Privacy Policy, available from <<insert link>>.
- 7.10 We may disable your Account if, in Our reasonable opinion, you have breached these Terms and Conditions, including, but not limited to, Our Acceptable Usage Policy.

8. [International Users]

Our Site is intended for use in [insert country/region]. We do not warrant or represent that Our Site or its Content is suitable for use in other locations or are suitable for use in other locations.

9. How You May Use Our Site (Intellectual Property)

- 9.1 [With the exception of Content that is licensed to Us, all Content included on Our Site is the property of Us. All other intellectual property rights in Content (including, but not limited to, User Content) is protected by copyright law.]

- applicable United Kingdom intellectual property laws and treaties.
- 9.2 Users retain the ownership and all other intellectual property rights in their User Content and all other intellectual property rights in any part of any User Content which is owned by them. In any case, Users must obtain express permission for such use (including the reproduction of the User Content). For information on the use of User Content, see Part 10.
- 9.3 You may access, view and use Our Site using a web browser (including any web browser plug-in or software or app) and you may cache content for caching (this usually occurs automatically).
- 9.4 You may print one or more copies of any page(s) from Our Site for personal use only.
- 9.5 You may download any Content from Our Site where We clearly indicate that it is available for download for personal use only.
- 9.6 You may view and use any Content (for example, quote it) as set out below.
- 9.7 You may not other than as permitted above: make copies, downloaded extracts, or save any Content (including images, video, audio, or any other Content) for use separately from the accompanying text.
- 9.8 You may not use any Content (including User Content) from Our Site for commercial purposes or for the promotion of any business or the relevant User Content, unless we have given you a licence from Us, Our licensors, or our licensors. Licences do not prevent the normal access, use, or distribution of information purposes by business users or consumers.
- 9.9 You may not systematically download Content (including User Content) from Our Site or create any form of comprehensive collection, compilation, or database without Our express written permission (or the permission of our licensors or our licensors).
- 9.10 Unless expressly stated otherwise in our Terms and Conditions or on Our Site, you may not otherwise reproduce, copy, sell, rent, sub-licence, store, or distribute any Content from Our Site without Our express written permission (or the permission of our licensors or our licensors).
- 9.11 If you wish to use any Content (including User Content) from Our Site in any way that is not permitted under our Terms and Conditions, please contact Us using the details provided in Part 10.
- 9.12 Our status as the sole authorised licensor of the Content on Our Site (or that of our licensors or our licensors) must always be acknowledged.]

OR

- 9.1 [With the exception of the Content included on Our Site that is labelled otherwise, all Content (including User Content) is protected by applicable United Kingdom intellectual property laws and treaties.
- 9.2 Users retain the ownership and all other intellectual property rights in their User Content and all other intellectual property rights in any part of any User Content

S

which is owned by
permission for such
on the use of User C

case, Users must obtain express
the User Content). For information
Part 10.

9.3 You may access, vi
browsing capability
download Our Site
automatically).

a web browser (including any web
of software or app) and you may
for caching (this usually occurs

9.4 You may print copie
personal use].

s of any page(s) from Our Site [for

9.5 You may download
indicate that it is ava

from Our Site where We clearly
personal use].

9.6 You may view and
in Part 10.

example, quote it) as set out below

9.7 [You may not use
commercial purpos
or the relevant User
viewing, and use o
users or consumers

User Content) from Our Site for
a licence from Us, Our licensors,
does not prevent the normal access,
information purposes by business

9.8 [You may not syste
Content) from Our
collection, compilat
permission (or the p

download Content (including User
pile any form of comprehensive
ase without Our express written
t User).]

9.9 [Unless expressly s
may not otherwise
in any other manne
permission (or the p

nd Conditions or on Our Site, you
te, sell, rent, sub-licence, store, or
ur Site without Our express written
t User).]

9.10 [If you wish to use
that is not permitte
using the details pro

content) from Our Site in any way
nd Conditions, please contact Us

9.11 [Our status as the
identified licensors o

e Content on Our Site (or that of
must always be acknowledged.]

9.12 [Nothing in these T
Chapter III of the C
Relation to Copyrig
of copyright materi
and private study; t
review, and reportin
parody, caricature,
[Intellectual Property](#)

mits or excludes the provisions of
atents Act 1988, 'Acts Permitted in
s exceptions allowing certain uses
ited to) non-commercial research
on-commercial research; criticism,
ng; accessibility; time-shifting; and
ormation is available from the UK

10. User Content

10.1 User Content on C
articles published o

is not limited to,] comments on

10.2 An Account is requi

User Content to Our Site.

10.3 All User Content a
comply with the co
available at <<inser

n other Users on Our Site must
in Our Acceptable Usage Policy,

A

M

P

L

E

SAMPLE

- | | | | |
|-------|---|------|---|
| 10.4 | You warrant that you referred to. You will law, indemnify Us for any loss or damage | 10.3 | and the content standards to the fullest extent permissible by warranty. You will be responsible for fault of such a breach. |
| 10.5 | We are not responsible for your sole responsibility | | Content submitted to Our Site. It is to your User Content. |
| 10.6 | All User Content is confidential and non-proprietary. | | |
| 10.7 | We may reject, reclaim Our sole opinion, it | | User Content from Our Site where, in Usage Policy. |
| 10.8 | We have the right to claim that any User property rights (including | | to a third party if that third party copy you infringes their intellectual copyright) or their right to privacy. |
| 10.9 | User Content is not Site. The opinions, are those of the relevant values. | | by Us before it is displayed on Our ssed in User Content on Our Site represent Our opinions, views, or |
| 10.10 | We do not store any | | |
| 10.11 | If you wish to make using the details provided explanation of how developed, enforce metrics and take-down | | User Content, please contact Us [<<Insert reference or link to an works, and how your guidelines are ding information on performance |
| 10.12 | If you wish to remove description of methods Content may not be unavailable where the | | you may do so by <<insert brief eaching or references to your User mediately and may not be made asonable control. |
| 10.13 | User Content on Our rights in that User or has been licensed User Content is protected intellectual property | | ht and other intellectual property ally labelled otherwise, belongs to along with that User Content. All United Kingdom and international |
| 10.14 | You (or your licensee) Content and all associated Content to Our Site transferrable, royalty syndicate, publish, derivative works from the extent necessary | | tain the ownership of your User erty rights. When you submit User unconditional, non-exclusive, fully vide licence to use, store, archive, reproduce, distribute, prepare sub-licence your User Content to e] Our Site. |
| 10.15 | In addition to the licence Content to Our Site User Content within | | er Part 10.14, by submitting User r the right to copy and quote their (s) of <<insert purpose(s)>>. |

11. Links to Our Site

- | | | |
|------|---|---|
| 11.1 | [You may link to the homepage of Our Site, provided that the link is clearly marked as such and linking to other pages on Our Site requires Our express written consent.] | OR [You may only link to the homepage of Our Site. Linking to other pages on Our Site requires Our express written consent.] |
| 11.2 | Links to Our Site may not be used in a way that you must not take unfair advantage of Our reputation or | Links to Our Site may not be used in a way that you must not take unfair advantage of Our reputation. |

S A M P L E

- 11.3 You must not link to Us (where there is no link) or to a website that suggests any association with Us (where there is no association or approval from Us (where there is none)).
- 11.4 Your link should not contain Our trademarks or trade marks displayed on Our Site without Our express written permission.
- 11.5 [You must not frame or link to Our Site on another website without Our express written permission.]
- 11.6 [You may not link to a website the main content of which is unlawful; obscene; defamatory; inappropriate; dishonest; defamatory; discriminatory; that promotes violence, racial hatred, or terrorism; or that We deem to be otherwise objectionable.]

OR

- 11.6 [You may not link to a website the main content of which does not comply with Our Acceptable Usage Policy, available at [http://www.simp.ly/acceptableusagepolicy](#).]

12. Links to Other Sites

- 12.1 Links to other websites on Our Site. Unless expressly stated, we accept no responsibility or liability for the content of these sites.
- 12.2 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.

13. [Advertising]

We may feature advertising on Our Site. We are not responsible for the content of any advertising on Our Site. We do not warrant or make any representation as to any errors, inaccuracies, or omissions in such advertising. [We do not accept any liability for any loss or damage, including without limitation, direct, indirect, or consequential, arising from the use of any advertising on Our Site.]

Each advertiser is responsible for the content of their own advertising. [Each advertiser is responsible for the content of their own advertising, including without limitation, direct, indirect, or consequential, arising from the use of any advertising on Our Site.]

14. Disclaimers

- 14.1 Nothing on Our Site should be taken as professional advice on which you should rely. It is provided for general information purposes only. [Professional or specialist advice should always be sought before taking any action relating to the content of this website.]
- 14.2 We make reasonable efforts to ensure that Our Content on Our Site is complete, accurate, and up-to-date. However, we make no warranties (express or implied) that this will always be the case.
- 14.3 The opinions, views, and values expressed in Content on Our Site are those of the authors of that Content and do not represent Our opinions, views, or values.

- 14.4 If you are a business user, you agree to hold Us harmless from and defend Us against all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising from or caused by your use of Our Site and Content.
15. **Our Liability**
- 15.1 Nothing in these Terms shall limit, exclude or restrict Our liability for death or personal injury resulting from negligence, or liability which cannot be lawfully excluded or restricted.
- 15.2 If you are a business user, you agree to hold Us harmless from and defend Us against all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising from or caused by your use of Our Site and Content (including User Content) using Our Site in the course of your business to the fullest extent permissible by law, whether foreseeable or not, direct or indirect, or consequential (including loss of opportunity, goodwill, or reputation), for breach of statutory duty, or otherwise, in contract or otherwise, arising from or caused by your use of Our Site or the use of Our Content (including User Content).
- 15.3 If you are a business user, you agree to hold Us harmless from and defend Us against all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising from or caused by your use of Our Site and Content (including User Content) to liability for loss of profit, sales, revenue, or opportunity, goodwill, or reputation; or for any indirect or consequential loss or damage.
- 15.4 [Our Site is intended for use by business users only.] If you are a consumer, you agree that [you will use Our Site and Content for commercial or business purposes only] and that [you will not rely on Us for any business losses as set out in these Terms].
- 15.5 [Subject to Part 15.4, we warrant that Our Site and Content (digital content) from Our Site will not cause damage to your device or a device belonging to you, or any data stored on or accessible from such device, if you use reasonable skill and care. If damage is caused by Our failure to exercise reasonable skill and care, we shall, at our discretion, either compensate you or repair the damage.]
- 15.6 [Note that the right to repair in Part 15.5 will be lost if the damage in question is caused by you or a third party, or avoided by following advice or instructions from Us to update or upgrade your device or update the minimum system requirements for Our Site, or if the damage resulted from your failure to follow the minimum system requirements for Our Site.]
16. **Viruses, Malware, and Security**
- 16.1 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.
- 16.2 You are responsible for protecting your hardware, software, data, and other information from virus and malware and internet security risks.
- 16.3 You must not deliberately introduce viruses or other malware, or any other harmful code, into Our Site or any other system, or use Our Site to introduce any harmful code either to or via Our Site.
- 16.4 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.
- 16.5 You must not attempt to launch or participate in a denial of service attack, a distributed denial of service attack, or any other means.

16.6 By breaching the p
criminal offence un
breaches will be re
will cooperate fully
Your right to use
breach.

to 16.5, you may be committing a
use Act 1990. Any and all such
w enforcement authorities and We
y disclosing your identity to them.
mediately in the event of such a

17. Acceptable Usage of Our

17.1 In addition to thes
available at <<insert

s, Our Acceptable Usage Policy,
use of Our Site.

17.2 You may only use O

er:

- a) You must en
or internation
- b) You must n
unlawful or f
- c) You must no
way transmi
any other o
software, or

lly with any and all local, national,
that apply;

way, or for any purpose, that is

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

17.3 If you fail to comply
Usage Policy, you
take one or more of

this Part 17 and/or Our Acceptable
e Terms and Conditions. We may
esponse:

- a) Suspend or
- b) Issue you wi
- c) Take legal p
relevant cos
- d) Take further
- e) Disclose suc
as We deem
- f) Any other ac

e Our Site;

for reimbursement of any and all
resulting from your breach;

as appropriate;

orcement authorities as required or
and/or

asonably appropriate (and lawful).

17.4 We hereby exclude
take (including, but
to your breach.

ng out of any actions that We may
ut above in Part 17.3) in response

18. How We Use Your Person

We will only use your pers
from <<insert link>> [and C

ut in Our Privacy Policy, available
ble from <<insert link>>].

19. Communications from Us

19.1 If We have your co
you important notic
matters including, b
and Conditions, or t

u have an Account, We may send
time. Such notices may relate to
es to Our Site or to these Terms

19.2 We will not send yo

ut your express consent. If you do

S

consent to marketing from Us include an unsubscribe link in <<insert location>>.] If you opt out of emails from Us, it may take up to 10 business days for your request to take effect and you may continue to receive emails from Us at that time.

any time. All marketing emails from Us include an unsubscribe link in <<insert location>>.] If you opt out of emails from Us, it may take up to 10 business days for your request to take effect and you may continue to receive emails from Us at that time.

- 19.3 For questions or comments regarding our marketing communications from Us, please contact Us using the details in the contact information section of our website.

20. Law and Jurisdiction

- 20.1 These Terms and Conditions govern the relationship between you and Us and shall be governed by, and construed in accordance with, the law of England and Wales.
- 20.2 If you are a consumer, these Terms and Conditions shall not override any mandatory provisions of the law in your country and shall not reduce your legal rights.
- 20.3 If you are a consumer, any controversy, proceedings, or claim arising out of or in connection with these Terms and Conditions or to the enforcement of any of its provisions (contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as applicable.
- 20.4 If you are a business, any controversy, proceedings, or claim arising out of or in connection with these Terms and Conditions or to the enforcement of any of its provisions (contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

A

M

P

L

E