

## BACKGROUND:

These Terms of Use, together with any other documents referred to herein, set out the terms of use of 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 without agreeing to comply with them.] If you do not agree to comply with these Terms of Use, you must stop using Our Site immediately. Please insert link to Terms of Sale>>.

These Terms of Use, together with any other documents referred to herein, set out the terms of use of 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 without agreeing to comply with them.] If you do not agree to comply with these Terms of Use, you must stop using Our Site immediately. Please 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"**

required for a User to access certain areas of Our Site, as detailed in Clause 2;

**"Advertiser"**

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

**"Content"**

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"**

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

**"Paid Ad"**

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

**["Third Party Advertiser"**

responsible for Third Party Advertising on Our Site;]

**["Third Party Advertising"**

displayed on Our Site in addition to our own Ads, as detailed in Clause 9;]

**"User"**

Our Site; and

**"We/Us/Our"**

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

## 2. Information About Us

- 2.1 Our Site, <<insert business name>> [owned and] operated by <<insert business name>> is registered in England under <<insert company number>> and its registered address is <<insert registered address>> and where it is registered is] **OR** [of] <<insert address>>].  
[Our VAT number is <<insert VAT number>>].
- 2.2 [We are regulated by <<insert regulator(s)>>].
- 2.3 [We are a member of <<insert association(s) etc.>>].
- 2.4 [<<insert further information>>].

## 3. Access to Our Site

- 3.1 Access to Our Site is available to you on an "as available" basis. We may alter, suspend or discontinue any part of it at any time and without notice. We do not guarantee that any part of it is available at any time or in any way if Our Site (or any part of it) is unavailable at any time or in any way.
- 3.2 It is your responsibility to make any arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is available to you on an "as available" basis. We may alter, suspend or discontinue any part of it at any time and without notice. We do not guarantee that any part of it is available at any time or in any way if Our Site (or any part of it) is unavailable at any time or in any way.

## 4. Accounts

- 4.1 Certain parts of Our Site (including [Free Ads and] Paid Ads) may require an Account to use them.
- 4.2 You may not create an Account if you are under <<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 supervise your use of the Account with their supervision.]
- 4.3 When creating an Account, you must provide accurate and complete information. If any information you provide is inaccurate or changes at a later date, it is your responsibility to ensure that the information you provide must be accurate and complete. If any information you provide is inaccurate or changes at a later date, it is your responsibility to ensure that the information you provide must be accurate and complete.
- 4.4 We [require] **OR** [recommend] that you choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers and symbols ">>. It is your responsibility to keep your password secure and not to share your Account with anyone else.] If you believe that your Account has been used without your permission, please contact Us at <<insert email address>>. We will not be liable for any unauthorized use of your Account.
- 4.5 You must not use an Account to post any content without the express permission of Us. You must not use an Account to post any content without the express permission of Us.
- 4.6 Any personal information you provide when you create an Account will be collected, used, and stored in accordance with our obligations under the law, as set out in Clause 18.
- 4.7 If you wish to close your Account, you can do so at any time. Closing your Account will result in the removal of all information from Our Site requiring an Account for access. [<<Insert a statement of what will happen to a user's data>>].

4.8 [If you close and de  
Site will [also be de  
will be terminated]  
Ads>>].

Free Ad(s) you have posted to Our  
 wanted to Us under sub-Clause 6.4  
 on of what will happen to Free

## 5. Intellectual Property Right

5.1 With the exception of the Site and the copyrighted Content, unless specifically licensed by Us, All Rights Reserved. All rights are protected by applicable laws and treaties.

Ads, all Content included on Our  
I property rights subsisting in that  
rwise, belongs to or has been  
t in [Free Ads and] Paid Ads) is  
d international intellectual property

5.2 Subject to sub-Clause 5.1, we may use, copy, reproduce, distribute, sell, rent, lease, loan, or otherwise make available to third parties, in any form and by any means, the Content, in whole or in part, from Our Site unless otherwise indicated.

you may not reproduce, copy, or in any other manner re-use Content without our prior written permission to do so by Us.

### 5.3 You may:

### 5.3.1 Access, view, browsing capabilities

web browser (including any web pages of software or app);

### 5.3.2 Download O

for caching;

### 5.3.3 Print [one co

## Our Site;

### 5.3.4 Download ex

or Site; and

### 5.3.5 Save pages

and/or offline viewing.

5.4 Our status as the identified licensors,

the Content on Our Site (or that of  
may be acknowledged.

5.5 You may not use any content for commercial purposes without the prior written permission of the licensors, as appropriate. This includes, but is not limited to, the viewing and use of content by business users or companies.

d or downloaded from Our Site for  
ing a licence from Us (or our  
es not prohibit the normal access,  
information purposes whether by

5.6 [Nothing in these Terms shall be construed to limit the rights of the User under Chapter III of the Copyright Act of 1976, including the rights of the User to make copies for research and analysis for non-commercial purposes, for teaching or reporting, for caricature, or for parody, or to use any such material in a non-commercial manner.]

includes the fair dealing provisions of the Copyright Act 1988 'Acts Permitted in Particular' the making of temporary copies for text and data mining, review, quotation and news reporting and the incidental inclusion of

## 6. [Free Ads

6.1 An Account is required for more information

Free Ad. Please refer to Clause 4

6.2 You agree that you agree, represent and warrant that all information will be included that you do comply with Our Ac

le for your Free Ad. Specifically, we will not have the right to submit the Free Ad if it is inaccurate and truthful, that all such data, that no personal data will be included, and that your Free Ad will be detailed below in Clause 13.

- 6.3 You agree that you will, to the fullest extent permissible by law, indemnify Us for all losses and damages, including reasonable attorneys' fees and costs, arising from or in connection with the warranties given by you under sub-Clause 6.2. You will not be liable for any loss or damage suffered by Us as a result of such breach.
- 6.4 You (or your licensee) own the copyright and all other intellectual property rights in the Free Ad and all content appearing therein. By submitting a Free Ad, you grant Us a non-exclusive, fully transferrable, non-assignable, irrevocable licence to use, store, archive, reproduce, distribute, prepare derivative works from and to sub-licence that Free Ad for the purposes of operating Our Site.
- 6.5 If you wish to remove the Free Ad from Our Site, you may do so by <<insert brief description>>. Such removal will not affect Our efforts to remove the Free Ad in question from Our Site and also revokes the licence granted to you under Clause 6.4. Please note, however, that the Free Ad may not be made immediately available at all where they are outside of Our reasonable control.
- 6.6 We may reject, reclaim or remove the Free Ad from Our Site where, in Our sole opinion, it violates Our Content Policy, or if We receive a complaint from a third party that the Free Ad in question should be removed as a result of its content.

## 7. Links to Our Site

- 7.1 You may link to Our Site, provided that:
- 7.1.1 you do so in a way that does not suggest any form of association, endorsement or approval by Us, where none exists;
  - 7.1.2 you do not use Our name or logo in connection with the link;
  - 7.1.3 you do not use Our name or logo in connection with the link;
  - 7.1.4 you do not do anything that is likely to damage Our reputation or to take unfair advantage of Our reputation.
- 7.2 [You may link to any page on Our Site, including the homepage of Our Site, <<insert URL>>. Deep-linking to any page on Our Site requires Our express written permission. Please contact Us at <<insert email address>> for further information.]
- 7.3 [Framing or embedding content from Our websites is not permitted without Our express written permission. Please contact Us at <<insert email address>> for further information.]
- 7.4 You may not link to any page on Our Site that contains material that:
- 7.4.1 is sexually explicit or pornographic;
  - 7.4.2 is obscene, defamatory, abusive, libellous, hateful or otherwise inflammatory;
  - 7.4.3 promotes violence or illegal activities;

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- 7.4.4 promotes or assists in any unlawful activity;
  - 7.4.5 discriminates on the basis of race, sex, age, marital status, sexual orientation, or any way defamatory of, any person, organization, or institution, race, religion, nationality, disability, or ethnicity;
  - 7.4.6 is intended to threaten, harass, annoy, alarm, or otherwise cause inconvenience to another person;
  - 7.4.7 is calculated to deceive another person;
  - 7.4.8 is intended to infringe (or to threaten to infringe) any copyright, trademark, or other intellectual property right;
  - 7.4.9 misleadingly represents the identity or affiliation of the user or otherwise misrepresents the user in a way that is calculated to deceive (other than a false statement included in this definition provided for by the other provisions of this sub-Clause 7.4);
  - 7.4.10 implies any fact where none exists;
  - 7.4.11 infringes, or attempts to infringe, any right (including but not limited to, copyright, trade marks and database rights) of a third party;
  - 7.4.12 is made in breach of any legal duties of confidence.
- 7.5 [The content restricted to sites by other users with the provisions of this clause from posting links of another user may not be posted on well known content from users.]

## 8. Links to Other Sites

Links to other sites may be provided on Our Site. Unless expressly stated, these sites are not under Our control. We do not accept responsibility or liability for the content of third party sites. A link to another site on Our Site is for information only and does not constitute an endorsement of the sites themselves or of those in control of them.

## 9. [Advertising]

- 9.1 We may feature Third Party Advertising on Our Site and We reserve the right to display Third Party Advertising on any page as any content from any Advertiser.
- 9.2 You agree that you will not remove or hide any Third Party Advertising using any method.
- 9.3 We are not responsible for any Third Party Advertising on Our Site. [Insert business material] OR [Each user is responsible for the content of advertising material they post. We will not be responsible for any inaccuracies, or omissions, but not limited to, any errors,

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## 10. Disclaimers and Legal Risks

- 10.1 Nothing on Our Site is intended to be relied upon for general information. You should always be satisfied with the quality of information/activities and the accuracy of information provided.
- 10.2 Insofar as is permitted by law, We do not guarantee that Our Content will not infringe the rights of third parties or that it will be safe, accurate, or that, with care and skill, any digital content below will not cause certain legal remedies as a consumer, please contact the Citizens Advice Bureau or Trading Standards Office.
- 10.3 We make reasonable efforts to ensure that Our Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties, or guarantees (whether express or implied) that Our Content is complete, accurate, or up-to-date.
- 10.4 [We are not responsible for the accuracy of, or for any opinions, views, or values expressed in, any such opinions, views, or values that do not reflect Our opinions, views, or values, nor any involvement in, any Free Ad, nor any actions taken, or for any products or services advertised in any Free Ad.]

## 11. Our Liability

- 11.1 The provisions of this Clause apply to the use of Our Site [and Free Ads] but not to Paid Ads and separately by Our Terms of Sale and exclusions stated to apply to Paid Ads.
- 11.2 To the fullest extent permitted by law, We accept no liability to any User for any loss or damage (including negligence, or in connection with the use of or reliance upon any content provided by Us or whether it is a Free Ad)] included on Our Site.
- 11.3 To the fullest extent permitted by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- 11.4 If you are a business, we do not accept liability for loss of profits, sales, business or revenue, opportunity, goodwill or reputation; loss of anticipated savings; or for any indirect or consequential loss or damage.
- 11.5 We exercise all reasonable efforts to ensure that Our Site is free from viruses and other malware. In respect to sub-Clause 10.2, We accept no liability for any loss or damage from a virus or other malware, a

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distributed denial of service attacks or other harmful material or event that may adversely affect you or your data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site.

11.6 We neither assume nor accept any liability or liability arising out of any disruption or non-performance, including, but not limited to, network failure, host equipment failure, telecommunications network outages, events, acts of war, or legal restrictions and censorship.

11.7 Nothing in these Terms restricts Our liability for fraud or fraudulent misrepresentation, gross negligence, or for any liability which cannot be excluded or restricted by law. This includes, but is not limited to, Our liability relating to digital content and the Financial Markets Conduct (Trading Standards) Act 2013.

## 12. Viruses, Malware and Security

12.1 We exercise all reasonable steps to ensure that Our Site is secure and free from viruses and malware, including, but not limited to, the scanning of all Content uploaded to Our Site for viruses and malware as it is uploaded. [We do not accept any liability in respect of the same, as detailed in sub-Clause 11.6].

12.2 You are responsible for ensuring that the hardware, software, data and other information you store on Our Site is secure from internet security risks.

12.3 You must not deliberately upload or transmit any material which is malware or other malware, or any other material which is harmful either to or via Our Site.

12.4 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.

12.5 You must not attempt to carry out a denial of service attack, a distributed denial of service attack, or any other means.

12.6 By breaching the provisions of Clauses 12.3 to 12.5, 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 with the authorities by disclosing your identity to them. Your right to privacy will not be affected by this. You must immediately in the event of such a breach.

## 13. Acceptable Usage Policy

13.1 You may only use Our Site for purposes that are lawful and that comply with the provisions of this Policy:

13.1.1 you must not use Our Site in any way with any and all local, national or international laws, regulations, or codes of practice.

13.1.2 you must not use Our Site for any unlawful or fraudulent purpose, or for any purpose, that is prohibited by any applicable law, regulation, or code of practice.

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13.1.3 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 adversely affect computer hardware, software, or data;

13.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm or harass any person in any way.

13.2 When [posting a Free Ad on Our Site] or [communicating with another person in any other way using Our Site], you must not [submit, post, or otherwise communicate or otherwise use Our Site],

13.2.1 [is sexually explicit or obscene];

13.2.2 is obscene, defamatory, hateful or otherwise inflammatory;

13.2.3 promotes violence or illegal activity;

13.2.4 promotes or incites to unlawful activity;

13.2.5 discriminates on the basis of race, gender, age, religion, nationality, disability, sexual orientation, or other protected status;

13.2.6 is intended to threaten, harass, annoy, alarm, or otherwise harm another person;

13.2.7 is calculated to deceive [(including any false claims or comparisons concerning Our Site or any other Free or Paid Ad or service)];

13.2.8 is intended to infringe (or threaten to infringe) the intellectual property rights of another person or otherwise uses their personal data in a way that violates applicable law;

13.2.9 misleadingly represents your identity or affiliation (including parodies are excluded, provided that they do not fall within any of the other provisions of this sub-Clause 13.2);

13.2.10 implies any affiliation where none exists;

13.2.11 infringes, or attempts to infringe, the intellectual property rights (including copyright, patents, trade marks and database rights) of another person;

13.2.12 is in breach of a duty of confidentiality owed to a third party including, but not limited to, confidentiality of trade secrets or other confidential information.

13.3 [Free Ads for the following services and/or services may not be posted:

13.3.1 <<insert description of prohibited services>>.  
13.3.2 <<add further prohibited services>>.]

13.4 We reserve the right to suspend or terminate your access to Our Site if you materially breach any of the provisions of these Terms of Sale. Additionally, We may take one or more of the following actions:

13.4.1 [suspend or terminate your access to Our Site];

13.4.2 [suspend or terminate your access to Our Site];  
13.4.3 [take any other action that you may have (Please refer to our Terms of Sale)].

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13.4.3 issue you with

13.4.4 take legal p  
relevant cos

13.4.5 take further l

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as We deem

13.4.7 any other ac

13.5 We hereby exclude  
but not limited to  
breaches of these T

for reimbursement of any and all  
resulting from your breach;

as appropriate;

enforcement authorities as required or  
and/or

reasonably appropriate (and lawful).

sing out of any actions (including,  
that We may take in response to

## 14. Privacy and Cookies

Use of Our Site is also gov  
<<insert link to Cookie Poli  
are incorporated into these

nd Privacy Policies, available from  
<<insert link to Privacy Policy>>. These policies  
reference.

## 15. Changes to these Terms

15.1 We may alter these  
changes will be hig  
become binding on  
been implemented.  
time.

time. [If We do so, details of the  
is page.] Any such changes will  
of Our Site after the changes have  
ed to check this page from time to

15.2 In the event of any  
and any previous v  
unless it is expressl

ent version of these Terms of Use  
current and in effect shall prevail

## 16. Contacting Us

To contact Us, please em  
methods provided on Our d

il address>> or using any of the  
link to contact page>>.

## 17. Communications from Us

17.1 If We have your con  
from time to time s  
relate to matters in  
these Terms of Use

le, you have an Account) We may  
ces by email. Such notices may  
to, service changes, changes to  
changes to your Account.

17.2 We will never send  
consent. If you do  
all marketing emails  
options can also  
preferences>>.] If  
take up to <<inse  
request. During tha

of any kind without your express  
may opt out at any time. Any and  
unsubscribe link. [Email marketing  
ert location, e.g. your Account  
emails from us at any time, it may  
ays for Us to comply with your  
to receive emails from Us.

17.3 For questions or co  
limited to marketing  
via <<insert link to e

cations from Us (including, but not  
Us at <<insert email address>> or  
plaints page>>.

**18. How We Use Your Personal Information (Data Protection)**

We will only use your personal information in accordance with the law. For more information, please see our Privacy Policy, available from <<insert link>> [and our Terms and Conditions, available from <<insert link>>].

**19. Law and Jurisdiction**

19.1 These Terms and Conditions shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].

19.2 If you are a consumer, these Terms and Conditions shall be subject to any mandatory provisions of the law in your country which may override or reduce your rights.

19.3 If you are a consumer, any controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the performance or non-performance of any contract (contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland], as the case may be.

19.4 If you are a business, any controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the performance or non-performance of any contract (contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland].

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