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TERMS AND CONDITIONS

By Using Our Site You Accept These Terms and Conditions

Please read these Terms and Conditions carefully and ensure that you understand them before you use Our Site, together with any other documents (such as privacy policies) (unless otherwise stated), set out the terms of use governing your use of Our Site (<<insert website address>> (“Our Site”). It is recommended that you save a copy of these Terms and Conditions for your future reference.

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

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

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The following document[s] apply to the use of Our Site:

The following document[s] apply to the use of Our Site:

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

- <<insert link>>. This is also referred to below as “<<insert name>>”.
- <<insert link>>. This is also referred to below as “<<insert name>>”.
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1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

“Contact Tools”

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

“Content”

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

“We/Us/Our”

<<insert business name>>.

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 and main trading address is <<insert main trading address>>.

<<insert company name>>. [We are a limited company registered in England and Wales with company number <<insert company number>> and Our registered office and main trading address is <<insert main trading address>>.] OR [Our address is <<insert main trading address>>.]

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

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

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

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

- 2.4 [We are a member of a trade association(s) etc.>>.]
- 2.5 [We are an investment company.]
- 2.6 [Please note that Our Company is being wound up.]
- 2.7 [<<insert further information>>.]

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

- 3.1 To contact Us by email, please email Us at <<insert email address>> or to contact Us by telephone, please call Us at <<insert telephone number>>.
- 3.2 [We provide the following contact tools for you to contact Us:
 - <<insert Contact Tools (e.g. contact form, live chat etc.)>>
- 3.3 When using Our Contact Tools, you are bound by any other means, [Our Acceptable Usage Policy, <<insert link>>, applies.] **OR** [the following rules apply to you when you communicate, submit, or otherwise do anything that:
 - a) [is sexually explicit or abusive];
 - b) in any way solicits, encourages, or incites others to engage in illegal activity, but not limited to, child sexual abuse material; or
 - c) is obscene, defamatory, abusive, hateful, or otherwise inflammatory;
 - d) promotes violence or terrorism;
 - e) promotes, endorses, or supports acts of terrorism;
 - f) promotes or incites illegal activity;
 - g) is defamatory;
 - h) bullies, insults, or intimidates another person;
 - i) discriminates on the basis of race; ethnicity; national origin; national ancestry; national identity; gender; gender identity; sexual orientation; or 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 another person does not have a right to;
 - m) misleadingly impersonates Us or otherwise misrepresents your identity or affiliation with Us, where such impersonation or misrepresentation is calculated to deceive [(obvious impersonation or misrepresentation is not a breach of this Part 3) provided that they do not breach any of the standards in this Part 3];
 - n) implies any affiliation with Us or any other party where there is none;
 - o) infringes, or otherwise violates, the intellectual property rights (including copyright, designs, patents, trade marks, and domain names) of Us or any other party;
 - p) is in breach of any applicable law, regulation, or code of conduct, but not limited to, codes of conduct, codes of ethics, or codes of practice of confidence[.] **OR** [;]

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- q) [<<add further details >> .]]
- 3.4 We may monitor and analyze usage data made using Our Contact Tools.
- 3.5 Any personal information collected, used, and stored (including contact information such as 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 is available on a "best effort" basis.
- 4.2 It is your responsibility to make arrangements necessary in order to access Our Site.
- 4.3 Access to Our Site is not guaranteed and 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 will be uninterrupted. [If We suspend or discontinue access to any part of it, We will try to give you reasonable notice.]

5. Changes to Our Site

We may alter and update Our Site (or any part of it) at any time [<<insert brief description of potential relevant alterations to Our Site (or any part of it) >> .] [If We make any [significant] alterations to Our Site (or any part of it) 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. As explained above, your use of Our Site constitutes your acceptance of these Terms and Conditions. Consequently, your use of Our Site after you have accepted these Terms and Conditions will apply to your use of Our Site even if you have not yet accepted these Terms and Conditions. We advise you 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 of these 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 Content is suitable for use in other locations or are suitable for use in other locations.]

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

- 8.1 [All Content included on Our Site is the copyright and other intellectual property rights in the Content that has been licensed by Us, unless specifically labelled otherwise. All Content is protected by applicable United States law.]

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te, sell, rent, sub-licence, store, or
ur Site without Our express written
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e in any way that is not permitted
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ase contact Us using the details

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9.6 [You may not link to a website the main content of which does not comply with our Policy, available at set out in Our Acceptable Usage

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 these sites are not

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 provided with it.

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 liable for any errors, inaccuracies, or omissions in such advertising. [Business name(s)] [is] OR [are] responsible for the content of their own advertising. For further information about advertising, please refer to [Each advertiser is responsible for providing other information about advertising, please refer to <<insert link to advertiser>>].]

12. **Disclaimers**

12.1 Nothing on Our Site should be construed as professional 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 advice to which your website relates>>.]

12.2 The opinions, views, and statements of the authors of the Content on Our Site are those of the authors and do not necessarily represent Our opinions, views, or values.

12.3 To the extent permitted by law, We make no warranties, representations, or implied representations, warranties, conditions, and other obligations in connection with Our Site and Content. We make no (express or implied) that this will

12.4 If you are a business user, please refer to our Terms of Use for any implied representations, warranties, conditions, and other obligations in connection with Our Site and Content.

13. **Our Liability**

13.1 Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misstatements, death or personal injury resulting from negligence, or liability which cannot be lawfully excluded or restricted.

13.2 If you are a business user, please refer to our Terms of Use for any implied representations, warranties, conditions, and other obligations in connection with 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, you agree to accept our liability for loss of profit, sales, business, or revenue; opportunity, goodwill, or reputation; loss of anticipated consequential loss of

to liability for loss of profit, sales, opportunity, goodwill, or reputation; interruption; or for any indirect or

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

only.] If you are a consumer, you agree that [you will use the 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 be available to you, where that data is stored in our care, We will either

we warrant that Content (digital content) from Our Site will be available to you, where that data is stored in our care, We will either

13.6 [Note that the right to use the Site will be lost if the damage in question is caused by instructions from Us or from your failure to follow the minimum system requirements provided by Us for the

right to use the Site will be lost if the damage in question is caused by instructions from Us or from your failure to follow the minimum system requirements provided by Us for the

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14. **Viruses, Malware, and Security**

14.1 We exercise reasonable care to ensure that Our Site is secure and free from viruses and malware in all cases.

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

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

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

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

You must not deliberately introduce any malware or other harmful material which is maliciously 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.

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.

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 this Part, 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 agree to disclose your identity to them immediately in the event of such a breach.

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15. **Acceptable Usage of Our Site**

15.1 [In addition to these Terms, Our Acceptable Usage Policy, is available at <<insert link>> for your use of Our Site.]

[In addition to these Terms, Our Acceptable Usage Policy, is available at <<insert link>> for your use of Our Site.]

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

er:

a) You must not use Our Site in violation of any and all local, national, or international laws, regulations, or other legal requirements that apply;

ally with any and all local, national, or international laws, regulations, or other legal requirements that apply;

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

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 suspended from Our Site. 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, including reasonable attorney's 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 you from the benefit of 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 at <<insert link>>].

17. **[Communications from Us]**

17.1 If We have your contact information, we may contact you from time to time. Such contact 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, you may opt out of receiving any time. All marketing emails from Us at any time. All marketing emails from Us, it may take up to <<insert period>> to take effect and you may continue to receive emails during that period.

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

18. **Law and Jurisdiction**

18.1 These Terms and Conditions govern the relationship between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, the law of the jurisdiction in which we are located.

18.2 If you are a consumer, these Terms and Conditions shall not be subject to any mandatory provisions of the law in your country that are more protective than those in Part 18.1 takes away from or restricts your legal rights.

18.3 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 referred to the courts of the jurisdiction in which we are located.

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subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as to the applicable law.

of England, Wales, Scotland, or Northern Ireland, as to the applicable law.

18.4 If you are a business, any dispute, controversy, proceedings, or claim arising out of or in connection with these Terms and Conditions or to the relationship between you and us (including but not limited to any contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

controversy, proceedings, or claim arising out of or in connection with these Terms and Conditions or to the relationship between you and us (including but not limited to any contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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