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submitted by a User;

“User Site”

“We/Us/Our”

2. Information About Us

- 2.1 Our Site, <<insert business name>> [<<insert company number>> address>> and whose 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. Age Restrictions

Consumers may only use the User Sites if they are at least <<insert age>> years of age.

4. Access and Changes to Our Platform

- 4.1 Access to Our Platform requires a Subscription. If you have a Subscription, Our Platform will be available to you, as long as your Subscription is active. Once your Subscription expires, Our Platform will no longer be available, for the duration of that Subscription and any renewals.
- 4.2 We may from time to time make changes to Our Platform:
- 4.2.1 Minor changes to Our Platform, such as to make underlying technical alterations, for security or to address a security issue. We will inform you by <<insert method, e.g. email>> of any such changes (including anything that you need to do), however the changes will not materially affect your use of Our Platform or your User Site(s);
- 4.2.2 Minor changes to Our Platform, such as to reflect changes in the law or other regulatory requirements. We will inform you by <<insert method, e.g. email>> of any such changes (including, if applicable, anything that you need to do), however the changes are unlikely to materially affect your use of Our Platform or your User Site(s); and
- 4.2.3 As detailed in Our Platform and service description, we may continue to] develop and improve Our Platform and service description, including making significant changes to it. We will inform you by <<insert method, e.g. email>> of any such changes.
- 4.3 We will always aim to keep Our Platform and your User Site(s) available at all times, however, We may need to

temporarily suspend Our Platform under sub-Clause 4.2. Unless otherwise stated, We will inform you in writing prior to suspending Our Platform for longer than <<insert period>>], We will add the cost of the corresponding time suspension at no cost to you [, rounded up to the nearest whole number]. [If We need to suspend Our Platform and/or suspend your User Site(s) for longer than <<insert period>> you may wish to cancel. Please refer to sub-Clause 15.4.5 for details.]

5. Subscriptions, Pricing and Billing

- 5.1 We make all reasonable efforts to ensure that the services available from Our Platform, including creation and editing tools, and hosting for your User Site(s), are consistent with the descriptions provided and/or may vary from time to time. There may, however, be minor variations [due to <<insert period>>].
- 5.2 [Please note that Our Platform may contain errors or mistakes due to negligence or oversight. This clause refers only to minor variations in Our services, not to errors or mistakes.]
- 5.3 [Where appropriate, We will offer different types of Subscriptions on Our Platform. Please see the appropriate Subscription when prompted.]
- 5.4 We may from time to time change the price of any Subscription that you have purchased but will apply to any subsequent renewals of that Subscription. We will inform you of any change in price at least <<insert period>> before the change is due to take effect. If you do not agree to such a change, you may cancel the renewal of your Subscription.
- 5.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time they are displayed. Pricing information is reviewed and updated every <<insert period>>. Changes in price will not affect any Subscriptions that have been purchased [, but may affect renewals of Subscriptions].
- 5.6 All Subscription prices are shown in the currency of the country in which your purchase is processed. In the unlikely event that we discover an error in our pricing information, We will contact you in writing to inform you of the error and ask you how you wish to proceed. You may, however, have the right to cancel the Contract or deactivate your Subscription until We receive your response from you within <<insert period>>, We will then proceed in writing.
- 5.7 If We discover an error in our pricing information after your order is processed, We will make all reasonable efforts to correct the error and cancel the Contract or deactivate your Subscription if you do wish to cancel the Contract or deactivate your Subscription.
- 5.8 If the price of a Subscription changes between your order being placed and you taking payment, you will be charged the price in effect at the time of placing your order.

ertain changes outlined under sub-Clause 4.2. Unless otherwise stated, We will inform you in writing prior to suspending Our Platform for longer than <<insert period>>], We will add the cost of the corresponding time suspension at no cost to you [, rounded up to the nearest whole number]. [If We need to suspend Our Platform and/or suspend your User Site(s) for longer than <<insert period>> you may wish to cancel. Please refer to sub-Clause 15.4.5 for details.]

that all descriptions of the services available from Our Platform, including creation and editing tools, and hosting for your User Site(s), are consistent with the descriptions provided and/or may vary from time to time. There may, however, be minor variations [due to <<insert period>>].

not exclude Our responsibility for errors or mistakes. This clause refers only to minor variations in Our services, not to errors or mistakes.]

select your required Subscription. We will offer different types of Subscriptions on Our Platform. Please see the appropriate Subscription when prompted.]

s. Changes in price will not affect any Subscription that you have purchased but will apply to any subsequent renewals of that Subscription. We will inform you of any change in price at least <<insert period>> before the change is due to take effect. If you do not agree to such a change, you may cancel the renewal of your Subscription.

at all prices shown on Our Site are correct at the time they are displayed. Pricing information is reviewed and updated every <<insert period>>. Changes in price will not affect any Subscriptions that have been purchased [, but may affect renewals of Subscriptions].

when your purchase is processed. In the unlikely event that we discover an error in our pricing information, We will contact you in writing to inform you of the error and ask you how you wish to proceed. You may, however, have the right to cancel the Contract or deactivate your Subscription until We receive your response from you within <<insert period>>, We will then proceed in writing.

scription of your Subscription after your order is processed, We will make all reasonable efforts to correct the error and cancel the Contract or deactivate your Subscription if you do wish to cancel the Contract or deactivate your Subscription.

the ordered changes between your order being placed and you taking payment, you will be charged the price in effect at the time of placing your order.

5.9 [All prices include VAT. Business pricing does not include VAT. We will notify you of any price changes between your order being placed and your order being confirmed. The amount of VAT payable will be automatically adjusted to the applicable rate at the time of your order.]

6. Subscriptions – How Confirmed

6.1 You will be guided through the purchase process when you make a purchase. Before you confirm your purchase, you will be given the opportunity to review your chosen options and any errors in your order. Please ensure that you check the details of your purchase before confirming your purchase.

6.2 No part of Our Subscription Confirmation or any other material constitutes a contractual offer. By purchasing a Subscription, you are making Us a contract. We may, at Our sole discretion, accept or reject your Subscription Confirmation. Once we have accepted your Subscription Confirmation, you will receive a Subscription Confirmation by email. Only once we have accepted your Subscription Confirmation will there be a legally binding contract between Us and you ("the Contract").

6.3 Subscription Confirmation will include the following information:

6.3.1 Your Subscription details

6.3.2 Confirmation of the main characteristics of the Subscription, including full details of the main characteristics of Our Platform available as part of the Subscription

6.3.3 Fully itemised list of the price of the Subscription, including any applicable taxes and other charges

6.3.4 The duration of the Subscription (including the start date, and the expiry date)

6.3.5 Confirmation of the terms and conditions of the Subscription, including the fact that Our Platform will be made available to you and that, if you are a consumer, you will be able to change your mind and cancel the Subscription

6.3.6 <<insert any other information required>>.

6.4 [We can also provide you with a copy of our Subscription Confirmation on request.]

6.5 In the unlikely event that we are unable to fulfil your order for any reason, We will explain the reasons to you and any payment will be taken under normal circumstances. If you are a consumer, any such sums will be refunded to you as soon as possible, but in any event within <<insert period>>.

6.6 Any refunds under this section will be made to you as soon as possible, and in any event within <<insert period>> of the day on which the event triggering the refund occurs.

6.7 Refunds under this section will be made to you using the same payment method that you used when you made the request that We made the refund. [unless you specifically request a different method].

6.8 Subject to the cancellation of your Subscription, your Subscription price will end or renewal date. Your Subscription will take effect on the day on which the Subscription is renewed.]

6.9 By purchasing a Subscription, you are expressly requesting that you wish

access to Our Platform will be required to acknowledge your right to cancel during the trial period. We do not offer an automatic cancellation. For more details of cancellation, see clause 15.

to you immediately (and will be required to acknowledge your right to cancel during the trial period. We do not offer an automatic cancellation. For more details of cancellation, see clause 15.

7. Payment

7.1 Payment for Subscription will be made in advance. Your chosen payment method will be used to process your order and send you a Subscription Confirmation email. It occurs immediately and you will be shown a message of success.

made in advance. Your chosen payment method will be used to process your order and send you a Subscription Confirmation email. It occurs immediately and you will be shown a message of success.

7.2 We accept the following payment methods:

at:

7.2.1 <<Insert list of payment methods>>

7.3 If you do not make payment on time, We may suspend your access to Our Platform and all of your User Site(s). If you do not make payment within 14 days of Our reminder, We may cancel the Contract. Any outstanding amounts will remain due and payable.

s on time, We may suspend your access to Our Platform and all of your User Site(s). If you do not make payment within 14 days of Our reminder, We may cancel the Contract. Any outstanding amounts will remain due and payable.

7.4 If you believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let us know. You will not be entitled to a refund if your access to Our Platform is suspended.

an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let us know. You will not be entitled to a refund if your access to Our Platform is suspended.

8. Our Intellectual Property

8.1 We grant you a limited, non-exclusive, worldwide, non-transferable licence to use Our Platform and host User Sites for personal and business purposes, subject to these Terms of Service.

cable, worldwide, non-transferable licence to use Our Platform and host User Sites for personal and business purposes, subject to these Terms of Service.

8.2 Subject to the licence granted under sub-Clause 9.3, you retain the ownership of copyright and other intellectual property rights in your User Content (subject to any licence under which you created that User Content).

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8.3 All other Content in Our Platform (including all user-facing material, software, and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, are owned by Us or have been licensed by Us. All Content is protected by United Kingdom and international intellectual property laws.

(including all user-facing material, software, and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, are owned by Us or have been licensed by Us. All Content is protected by United Kingdom and international intellectual property laws.

8.4 By accepting these Terms of Service, you hereby undertake:

ereby undertake:

8.4.1 Not to copy, modify, or otherwise attempt to acquire any part of Our Platform;

se attempt to acquire any part of Our Platform;

8.4.2 Not to disassemble, decompile, or otherwise reverse engineer Our Platform;

r otherwise reverse engineer Our Platform;

8.4.3 Not to allow any third party to use Our Platform that would constitute a breach of these Terms of Service; and

Our Platform that would constitute a breach of these Terms of Service; and

8.4.4 Not to embed Our Platform on any website, or use Our Platform on any website, or use Our Platform on any website, or use Our Platform on any website.

ute Our Platform on any website, or use Our Platform on any website, or use Our Platform on any website, or use Our Platform on any website.

9. User Sites and User Content

- 9.1 You agree that you will not be responsible for any and all User Content that you upload to Our Platform and all User Sites that you create, represent and warrant that you have the right to create and use the Content and/or User Site and the Content and/or User Site will not contravene any aspect of Our Platform Policy detailed in Clause 10.
- 9.2 You agree that you will, to the fullest extent permissible by law, indemnify Us against all losses and damages, including legal fees and costs, arising from or as a result of such breach of the terms of this Agreement.
- 9.3 You (or your licensee) retain ownership of your User Content and User Site(s) and all rights subsisting therein (except to the extent that a third party owns content belonging to Us (including, but not limited to, the content of the Platform)). By creating or uploading User Content and/or User Site(s) to the Platform, you grant Us an unconditional, non-exclusive, worldwide licence to use, store, copy, edit, reproduce, distribute, prepare derivative works from and sub-licence the same for the purposes of operating the Platform and providing Our services.
- 9.4 If you wish to remove your User Content and/or User Sites, you may do so by <<insert brief description>>. Your removal of User Content and User Sites also revokes the licence granted to Us under sub-Clause 9.3. You acknowledge, however, that the removal of your User Content and/or User Site(s) may not be immediately unavailable (or may not be made unavailable at all) as a result of Our reasonable control.
- 9.5 [We may reject, remove or delete any User Content and/or User Sites created or uploaded to the Platform that, in Our sole opinion, such User Content and/or User Sites violate Our Usage Policy, or if We receive a complaint from a third party that the User Content or User Site(s) in question is in breach of Our Platform Policy.]

10. Acceptable Usage Policy

- 10.1 You may only use the Platform for lawful purposes that is lawful and that complies with the provisions of the Platform Policy:
- 10.1.1 You must comply fully with any and all applicable laws, regulations, and/or regulations;
- 10.1.2 You must not use the Platform in any way, or for any purpose, that is unlawful or prohibited by applicable laws and/or regulations;
- 10.1.3 You must not use the Platform for your User Site(s) for unauthorised distribution of content referred to as "spam" or "junk mail";
- 10.1.4 You must not knowingly send, upload, or in any other way transmit any form of virus or other malware, or any content intended to adversely affect computer hardware, software, or data in any way; and
- 10.1.5 You must not use the Platform in any way, or for any purpose, that is intended to harm or harass any persons in any way.

- 10.2 The following types of content are not permitted on Our Platform and you may not post, upload, submit, or otherwise communicate, link to, or otherwise do anything that:
- 10.2.1 [is sexually explicit or obscene];
 - 10.2.2 is obscene, defamatory, hateful, or otherwise inflammatory;
 - 10.2.3 promotes violence or illegal activity;
 - 10.2.4 promotes or encourages unlawful activity;
 - 10.2.5 is defamatory of, any person, group or organization, on the basis of sex, religion, nationality, disability, sexual orientation, or other protected status;
 - 10.2.6 is intended to threaten, harass, annoy, alarm, or otherwise harm another person;
 - 10.2.7 is calculated to deceive;
 - 10.2.8 is intended to infringe (or threaten to infringe) or otherwise uses their personal data in a way that violates a right to;
 - 10.2.9 misleadingly represents a person or otherwise misrepresents your identity (obvious pseudonyms are permitted within this definition provided that they do not violate any other provisions of this sub-Clause 10.2);
 - 10.2.10 implies an affiliation with a person or entity where none exists;
 - 10.2.11 infringes, or otherwise violates, the intellectual property rights (including trademarks, patents, copyright, and database rights) of any third party; or
 - 10.2.12 is in breach of any applicable law, regulation, or policy, limited to, but not limited to, duties of confidence.
- 10.3 We reserve the right to suspend, terminate, or remove your User Site(s), and the provisions of these Terms of Service. Specific actions may include:
- 10.3.1 Suspend, terminate, or remove your Account and/or your right to use the Platform (for more details regarding such actions, see Clause 15.9);
 - 10.3.2 Remove all or part of your User Site(s) (or any part thereof) without notice; and
 - 10.3.3 Issue you a cease and desist order; and
 - 10.3.4 Take legal action against you for reimbursement of any and all costs resulting from your breach;
 - 10.3.5 Take further action against you as appropriate;
 - 10.3.6 Disclose such information to law enforcement authorities as required by law; and/or
 - 10.3.7 Any other action that we deem reasonably appropriate (and that is lawful).
- 10.4 We hereby exclude ourselves from any and all liability arising out of any actions (including,

but not limited to, breaches of these T

that We may take in response to

11. Problems with Our Platform

11.1 If you have any question regarding any aspect of Our service or any of the features using any of the methods described in this contact page>>.

11.2 If you are a consumer under the Consumer Rights Act 2015 that

11.2.1 Any digital content that we supply to you must be as described, fit for purpose, and of satisfactory quality. If the digital content may be defective, we will endeavour to remedy, without significant delay, either by providing a replacement or partial refund, at our discretion and subject to our care and skill (that is not the case for digital content that is not Our Content) or by providing you with a full refund. If you do not accept our offer, you may be entitled to a full refund or compensation.

11.2.2 Any service that we supply to you must be provided with reasonable care and skill and in accordance with the information provided by Us. If We fail to do so, you may be entitled to require Us to repeat or otherwise provide such a remedy, a full or partial refund, or compensation.

11.2.3 For more information on your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards.

11.3 [Please note that We will only be liable for the fault(s) or defects in Our service before you report the problem (for example, a feature and We have not yet released your device or other product for an unsuitable purpose) or if the problem has resulted in damage to your property or the problem is the result of our carelessness.]

11.4 If there is a problem with Our service, please contact Us at <<insert contact details>> or visit the <<insert link>> to inform our services department>> of the problem.

11.5 Refunds (whether for a full or partial refund) will be issued within 14 calendar days of the date of the refund.

11.6 Refunds under this clause will be made using the same payment method that you used when you made the request that We make

Legal Rights

regarding Our Platform or any other service, you may contact Us at <<insert email address>> or by email at <<insert email address>> or contact page at <<insert link to contact page>>.

legal rights under the Consumer Rights Act 2015 that

Us must be as described, fit for purpose, and of satisfactory quality. If digital content is faulty, you may be entitled to a replacement. If a fault cannot be remedied within a reasonable time and without significant delay, you may be entitled to a full refund or compensation. Our failure to exercise reasonable care and skill in the provision of which Our Platform is comprised or part of a User Site that is not Our Content) or by providing you with a full refund or compensation.

be provided with reasonable care and skill and in accordance with the information provided by Us. If We fail to do so, you may be entitled to require Us to repeat or otherwise provide such a remedy, a full or partial refund, or compensation.

our rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards.

this Clause 11 if We informed you of the fault(s) or defects in Our service before you report the issue that has now caused the problem (for example, a feature and We have not yet released your device or other product for an unsuitable purpose) or if the problem has resulted in damage to your property or the problem is the result of our carelessness.]

ase contact Us at <<insert contact details>> or visit the <<insert link>> to inform our services department>> of the problem.

Clause 11 will be issued within 14 calendar days of the date of the refund.

using the same payment method that you used when you made the request that We make

12. Disclaimers

- 12.1 No part of Our Platform or any accompanying documentation (whether provided in electronic or printed form) constitutes advice on which you should rely and you should seek Professional or specialist advice before taking any action relating to any matter.
- 12.2 Subject to your legal obligations (as summarised above in Clause 11), insofar as we make any warranty, or guarantee, or representation, we will be fit for a particular purpose, that it will be lawful, that it will not infringe the rights of third parties, that it will be secure, that it will be accurate, or that it will be complete, accurate or up-to-date.
- 12.3 We make reasonable representations, warranties, or guarantees about the content contained within Our Platform (and the content of any User Sites created, uploaded, or hosted using Our Platform) (whether express or implied) that the content is complete, accurate or up-to-date.
- 12.4 We are not responsible for any opinions, views, or values expressed on or through User Sites created, uploaded, or hosted using Our Platform, or for any opinions, views, or values are those of the relevant User, or for any opinions, views, or values in any way.
- 12.5 The following services are provided by Third Party Service Providers:
- 12.5.1 <<Insert list of services and service providers>>.
- 12.6 We are not responsible for any services provided by Third Party Service Providers, or for any services in any way.
- 12.7 Your use of services provided by Third Party Service Providers shall be subject to the terms and conditions of those services. We will not be liable for any transactions in any way.

13. Our Liability

- 13.1 If you are a consumer, we will not be liable to you for any foreseeable loss or damage that is caused by Our breach of these Terms of Service or Our failure to exercise care and skill. Loss or damage is foreseeable if it was foreseeable by you and Us when the transaction was formed.
- 13.2 If you are a business, we will not be liable for any foreseeable loss or damage that is caused by Our breach of statutory duty or the use of (or inability to use) Our Content (whether the Content is User Content or whether it is User Content) included in Our Platform.
- 13.3 To the fullest extent permitted by law, We accept no liability to consumers or businesses for loss or damage that is foreseeable.
- 13.4 To the fullest extent permitted by law, We exclude all representations, warranties, or guarantees (express or implied) that may apply to the content contained within Our Platform (and the content of any User Content) included in Our Platform.

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- 13.5 If you are a business, you agree to hold Us harmless for loss of profits, sales, business revenue, or revenue; loss of contracts, goodwill or reputation; loss of anticipated savings or other benefits; or for any indirect or consequential loss or damage.
- 13.6 We exercise all reasonable efforts to ensure that Our Platform is free from viruses and other harmful material. In accordance with sub-Clause 11.2.1, We accept no liability for any loss or damage, including data or other material that occurs as a result of your use of Our Platform (including User Content) or website or service that We may provide a link to.
- 13.7 We neither assume nor accept liability arising out of any interruption or non-availability of Our Platform, or any User Content or User Sites, including but not limited to, ISP equipment failure, host equipment failure, telecommunications network failure, natural disasters, acts of war, terrorism, or government censorship.
- 13.8 Nothing in these Terms shall limit or restrict Our liability in any situation where it is not excluded or restricted by law, including those relating to fraudulent misrepresentation, negligence, or for personal injury resulting from the use of Our Platform, which cannot be excluded or restricted by law. In such cases, applicable consumers' legal rights, and you should please contact your local Citizens' Advice Bureau or Trading Standards for advice.

14. Viruses, Malware and Security

- 14.1 We exercise all reasonable efforts to ensure that Our Platform is secure and free from viruses and malware, and we perform scanning of any data uploaded to Our Platform [including, but not limited to, the scanning of any data uploaded to Our Platform]. We do not accept no liability in respect of viruses or malware as it is not possible for Us to ensure that Our Platform or any User Content or User Sites are free from viruses or other malware and the details of our security measures are detailed in sub-Clause 13.6.
- 14.2 You are responsible for protecting your hardware, software, data and other information from internet security risks.
- 14.3 You must not deliberately upload, transmit or otherwise make available any material which is or may be legally harmful either to or via Our Platform, including viruses or other malware, or any other information that is or may be legally harmful either to or via Our Platform.
- 14.4 You must not attempt to gain unauthorized access to any part of Our Platform, or to any other server, computer, or network, or to circumvent any security measures.
- 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 of disrupting or impairing the operation of Our Platform or any other server, computer, or network.
- 14.6 By breaching the provisions of clauses 14.3 to 14.5 you may be in breach of the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate with them by disclosing your identity to the relevant authorities by disclosing your identity to the relevant authorities. Your right to use Our Platform will be suspended immediately in the event of such a breach and you will be liable for any loss or damage to Our Account, User Content, and User Sites.

Site(s) will be suspended

15. Cancellation

15.1 Consumers (but not businesses) in the European Union have a legal right to a “cooling-off” period for distance sales contracts (including those formed online) for any reason. This period, if applicable, begins on the day the contract is concluded and ends at the end of 14 calendar days after the day of conclusion.

15.2 Please note, however, that this right does not apply to Our Platform if you have purchased a Subscription, the 14-day period does not apply.

15.3 [In lieu of the 14-day cancellation right to which you are entitled, we offer a limited short-term cancellation right to our business customers] if you have purchased a Subscription and have allowed a Subscription to auto-renew when you do not wish to renew. Please contact Us within the period of time set out in sub-Clause 15.3.1 of where to find a cancellation form or link. This cancellation right is available only if you have not actively used Our Platform during the Subscription period that you wish to cancel. If We cancel a Subscription, you will not be entitled to a refund of the Subscription fee.

15.4 You may cancel at any time and you may be entitled to a refund of the Subscription fee provided:

15.4.1 We have suspended, or are planning to suspend, Our Platform or it is faulty (please refer to Clause 15.4.5); or

15.4.2 We have made a material change to these Terms of Service; or

15.4.3 We have made a material change in the price or description of your Subscription; or

15.4.4 There is a material change in Our Platform and/or your User Site(s) made due to events outside of Our control; or

15.4.5 [We have suspended, or are planning to suspend, Our Platform or it is faulty (please refer to Clause 15.4.5); or]

15.4.6 We have failed to comply with our obligations to you.

15.5 Subject to sub-Clause 15.4, Subscriptions cannot be cancelled. [(This is also subject to the provisions set out in sub-Clause 15.3)]. Auto-renewing Subscriptions can be cancelled at any time, however (also subject to the provisions set out in sub-Clause 15.3). No refunds can be provided and your User Site(s) will remain available, for the remainder of the Subscription period. Cancelling a Subscription only prevents it from being auto-renewed.

15.6 To cancel a Subscription, please inform us using one of the following methods:

By telephone at <<insert telephone number>>; or

By email at <<insert email address>>; or

By post at <<insert address>> (including zip code) sending either a letter or Our cancellation notice (<<insert link>>) providing your name, address, email address, phone number and details of your Subscription.

Online using <<insert link>>.

In each case, you must provide your name, address, email address, phone number and User ID.

15.7 [We may ask you to provide information to help us cancel your Subscription and may use any answers you provide for our Platform in the future, however please note that you are not required to provide any details if you do not wish to.]

15.8 Any and all refunds will be made no later than 14 calendar days after the date on which we receive your cancellation. Refunds will be made to your original payment method [unless you specifically request otherwise].

15.9 In certain limited circumstances, We may cancel your Subscription and/or close your Account. [Examples>>] We may cancel your Subscription and/or close your Account if <Insert a brief description of what happens to User C>. If We take such action, you will be notified by email and/or closure. We will provide an explanation for the cancellation.

15.9.1 If your Account is cancelled because you have requested cancellation of your Subscription, you will not be entitled to a refund. If you have requested cancellation of your Subscription, please contact Us at <<insert email address>>.

15.9.2 If your Account is cancelled for any other reason, we will refund your Subscription fee in full. [your Subscription fee in full.] OR [the refund will be calculated by dividing your Subscription fee by the total number of days of your Subscription and multiplied by the number of days remaining until the end of the Subscription (or, in the case of a renewal, until the renewal date).] Any and all refunds will be made no later than 14 calendar days after the date on which the closure and/or cancellation becomes effective. Refunds will be made to your original payment method [unless you specifically request otherwise].

16. Contacting Us

16.1 If you wish to contact Us for questions or complaints, you may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

16.2 For matters relating to your Subscription, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

16.3 For matters relating to our Platform, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

at <<insert address>> at Clauses above.

17. Complaints and Feedback

- 17.1 We always welcome feedback from our customers and, whilst We always use all reasonable endeavours to improve your experience as a customer of Ours is a positive outcome, we do want to hear from you if you have any cause for complaint.
- 17.2 All complaints are handled in accordance with Our complaints handling policy <<insert location>> and <<insert location>> respectively.
- 17.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
- 17.3.1 [In writing, to <<insert name and/or position>>, <<insert address>>];
- 17.3.2 [By email, at <<insert name and/or position>> at <<insert email address>>];
- 17.3.3 [Using Our <<insert contact form>> following the instructions included with the form;]
- 17.3.4 [By contacting <<insert telephone number>> [and <<insert fax number>> when prompted].]

18. Privacy and Cookies

The Use of Our Platform is governed by Our Privacy Policy and Cookie Policy, available from <<insert link to Privacy Policy>> and <<insert link to Cookie Policy>>.

19. How We Use Your Personal Data (Data Protection)

- 19.1 All personal information that we collect, store, and process will be collected, processed, and held in accordance with the EU Regulation 2016/679 General Data Protection Regulation (GDPR) and your rights under the GDPR.
- 19.2 For complete details of how we are processing, storage, and retention of your personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of your rights and how to exercise them, and how we are sharing (where applicable), please refer to Our Privacy Policy <<insert link to Privacy Policy>> [and Cookie Policy <<insert link to Cookie Policy>>].

20. Data Protection and User Requirements

- 20.1 Both Users and Us are required to comply with the requirements of the Data Protection Legislation. With regard to the purposes of the Data Protection Legislation, the User is the data controller and We are the data processor (as defined in the Data Protection Legislation).
- 20.2 You must ensure that the User Site(s) and any and all User Content, you have provided to Us for hosting, are in compliance with the appropriate consents and notices in relation to the processing of personal data to Us for hosting.

- 20.3 Any and all persons acting on your behalf (as a data processor) on your behalf (as a data processor) of providing our Platform and hosting your User Service in accordance with the terms of a separate Data Processing Agreement between Us and you, as per the requirements of the Data Protection Act 1998.

21. Other Important Terms

- 21.1 We may transfer (assign) all or part of our obligations and rights under these Terms of Service (and under the Contract) to a third party (this may include a subsidiary of Us or a company in which we have an interest). If this occurs, you will be bound by these Terms of Service (and the obligations under these Terms of Service) to the third party who will remain bound by them.
- 21.2 [You may not transfer or assign all or part of our obligations and rights under these Terms of Service (and under the Contract) to a third party without Our express written permission. We may not permit such transfer or assignment for certain reasons>>.]
- 21.3 The Contract is between Us and you. It is not intended to benefit any other person or party. No person or party will be entitled to enforce any provision of the Contract.
- 21.4 If any of the provisions of these Terms of Service are found to be unlawful, invalid or otherwise unenforceable by a court or other authority, that/those provision(s) shall be severed from the remainder of these Terms of Service. The remainder of these Terms of Service shall be valid and enforceable.
- 21.5 No failure or delay by Us in exercising our rights under these Terms of Service means that we will waive any right, and no waiver by Us of a provision of these Terms of Service means that We will waive any other provision.
- 21.6 We may revise these Terms of Service from time to time in response to changes in relevant law or technology requirements. If We change these Terms of Service, We will give you notice of the changes and provide details of how to cancel if you are not happy with the changes (see sub-Clause 15.4 above).

22. Law and Jurisdiction

- 22.1 These Terms and Conditions (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England] [Scotland] [Northern Ireland].
- 22.2 If you are a consumer, these Terms and Conditions shall not override any mandatory provisions of the law in your country. If the law in Sub-Clause 22.1 above takes away or reduces your rights, you may still rely on those provisions.
- 22.3 If you are a consumer, any controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the Contract (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as applicable.
- 22.4 If you are a business, any controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the Contract (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as applicable.

the relationship between the parties and any matters arising therefrom or associated therewith (including any dispute or otherwise) shall be subject to the [non] exclusive jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland].

any matters arising therefrom or associated therewith (including any dispute or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland].

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