

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 must agree to these Terms of Use before you can use Our Site] **AND/OR** [You will be deemed to accept these Terms of Use when signing up for an Account]. If you do not agree to comply with these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to the sale of Paid Content. Please refer to our Terms of Sale for more information <<insert link to Terms of Sale>>.

1. Definitions and Interpretation

1.1 In these Terms of Use, the following expressions have the following meanings:

"Account"

"Content"

"Paid Content"

"User"

"User Content"

"We/Us/Our"

2. Information About Us

2.1 Our Site, <<insert business name>> [a company registered in England under <<insert company number>>] has its registered address at <<insert registered address>> and whose main trading address is <<insert address>>. [Our VAT number is <<insert VAT number>>].

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

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 must agree to these Terms of Use before you can use Our Site] **AND/OR** [You will be deemed to accept these Terms of Use when signing up for an Account]. If you do not agree to comply with these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to the sale of Paid Content. Please refer to our Terms of Sale for more information <<insert link to Terms of Sale>>.

otherwise requires, the following definitions apply:

"Account" means an account required for a User to access certain areas of Our Site, as detailed in our Account Policy.

"Content" means 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;

"Paid Content" means Content that made available for sale via Our Site;

"User" means any person who uses Our Site;

"User Content" means Content submitted to Our Site by Users which is limited to, <<insert type(s) of content>> that Users can submit, e.g. reviews, comments

"We/Us/Our" means <<insert business name>> [, a company registered in England under <<insert company number>>] and under <<insert company number>>] has its registered address at <<insert registered address>> and whose main trading address is <<insert address>>.

Our Site is owned and] operated by <<insert business name>> [a company registered in England under <<insert company number>>] has its registered address at <<insert registered address>> and whose main trading address is <<insert address>>. **OR** [of] <<insert address>>.

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

- 2.3 [We are a member of the following association(s) etc.>>.]
2.4 [<<insert further info>>.]

3. Access to Our Site and App

- 3.1 You must be aged 18 or over to use Our Site. If We have any reason to suspect you are under this age, We reserve the right to suspend or terminate your access to Our Site.
3.2 Access to Our Site and App is available to you free of charge.
3.3 It is your responsibility to make the necessary arrangements necessary in order to access Our Site.
3.4 Access to Our Site and App may be interrupted on an "as available" basis. We may alter, suspend or discontinue any part of it) at any time and without notice. We reserve the right to do so in any way if Our Site (or any part of it) is unavailable for a significant period.

4. Accounts

- 4.1 Certain parts of Our Site and App (e.g. Paid Content) may require an Account to access them.
4.2 You may not create an Account if you are under <<insert age>> years of age.
4.3 When creating an Account, the information you provide must be accurate and complete. If any of the information changes at a later date, it is your responsibility to ensure it is kept up-to-date.
4.4 We [require] **OR** [recommend] that you choose a strong password for your Account, consisting of a combination of e.g. "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 your Account has been used without your permission, please contact Us immediately using the email address<>>. We will not be liable for any unauthorised use of your Account.
4.5 You must not use an Account without the express permission of the User to whom the Account is assigned.
4.6 Any personal information you provide in your Account will be collected, used, and stored in accordance with Our obligations under the law, as set out in Clause 15.
4.7 If you wish to close your Account, you can do so at any time. Closing your Account will result in the deletion of your Account information. Closing your Account will also remove all access to Our Site requiring an Account for you. [<<Insert a statement of what will happen to a user's data>>].
4.8 [If you close your Account, all User Content, e.g. reviews, comments etc.>>] Our Site will be [deleted] **OR** [anonymised by <<insert description>>] "removing your username and avatar">>].]

5. Intellectual Property Rights

- 5.1 With the exception of the Content of Our Site and the content of third parties that Content, unless otherwise licensed by Us, is protected by applicable United Kingdom intellectual property laws and treaties.
- 5.2 Subject to sub-Clause 6, you may not reproduce, copy, distribute, sell, rent, sub-licence, or any other manner re-use Content from Our Site unless you have received our prior written permission to do so by Us.
- 5.3 You may:
- 5.3.1 Access, view and use the Content in a web browser (including any web browser plug-ins or add-ons or pieces of software or app);
 - 5.3.2 Download and use the Content if we have provided a link enabling you to do so;
 - 5.3.3 Download Content for personal use for caching;
 - 5.3.4 Print [one copy] of Content from Our Site;
 - 5.3.5 Download Content from Our Site; and
 - 5.3.6 Save pages of Content for on-line and/or offline viewing.
- 5.4 Our status as the author of the Content on Our Site (or that of any third party) may be acknowledged.
- 5.5 You may not use any Content stored or downloaded from Our Site for commercial purposes without obtaining a licence from Us (or our licensors, as appropriate). This does not prohibit the normal access, viewing and use of Content for information purposes whether by individual users or business users or companies.
- 5.6 Subject to sub-Clause 6 (governing User Content) you may not otherwise copy, reproduce, distribute, sell, rent, sub-licence, or any other material from Our Site unless clearly permitted by Us. For further information, please contact Us at info@simply-docs.co.uk.
- 5.7 [Nothing in these Terms, or the provisions of Chapter 1 of the Copyright, Designs and Patents Act 1988 ('Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies for private study; the making of copies for non-commercial research; criticism, review, parody or pastiche; and the incidental inclusion of material in a larger work)]

6. User Content

- 6.1 User Content on Our Site is not necessarily limited to) <<insert type(s) of content with examples, e.g. reviews, comments etc.>>.
- 6.2 An Account is required to post or submit User Content. Please refer to Clause 4 for more information.
- 6.3 You agree that you are responsible for your User Content. You warrant that you have the right to

- submit the User Content to Us for review. All User Content will comply with Our Acceptable Usage Policy.
- 6.4 You agree that you will, to the fullest extent permissible by law, indemnify Us for any and all losses or damages, including reasonable attorneys' fees, arising from or caused by the User Content you submit to Us. You will also be responsible for any loss or damage suffered by Us as a result of such breach.
- 6.5 You (or your licensee) own the copyright and all intellectual property rights in the User Content you grant to Us. You grant to Us a non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable licence to use, store, archive, reproduce, distribute, prepare derivative works from, and otherwise exploit the User Content for the purposes of operating Our Site. In addition, you also grant to Other Users the right to view and use the User Content within Our Site.
- 6.6 If you wish to remove the User Content from Our Site, the User Content in question will be [insert description, e.g. "removing your user content"] Please note, however, that caching of the User Content may be made immediately unavailable where they are outside of Our reasonable control.
- 6.7 We may reject, reject, or remove the User Content from Our Site where, in Our sole opinion, it is in violation of Our Usage Policy, or if We receive a complaint from a third party that the User Content in question should be removed.

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, without Our express written permission;
 - 7.1.3 you do not use the link to promote or to take unfair advantage of Us or Our Site;
 - 7.1.4 you do not do anything that is likely to damage Our reputation or to take unfair advantage of Us or Our Site.
- 7.2 [You may link to any page on Our Site, including the homepage of Our Site, <<insert URL>>. Deep-linking to specific pages on Our Site requires Our express written permission. Please contact Us at <<insert email address>> for further information.]
- 7.3 [Framing or embedding the content of Our Site on other 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 is:
- 7.4.1 is obscene, defamatory, abusive, libelous, fraudulent, hateful or otherwise inflammatory;

S

A

M

P

L

E

7.4.2 promotes vic

7.4.3 promotes or

7.4.4 discriminates
group or cla
sexual orien

7.4.5 is intended
inconvenienc

7.4.6 is calculated

7.4.7 is intended
another pers

7.4.8 misleadingly
identity or af
deceive (ob
that they do
Clause 7.4);

7.4.9 implies any f

7.4.10 infringes, or
rights (inclu
database rig

7.4.11 is made in b
not limited to

7.5 [The content restric
to sites by other us
with the provisions
from posting links o
another user may
posting links on we
content from users.]

8. Links to Other Sites

Links to other sites may be
are not under Our control.
the content of third party si
information only and does
those in control of them.

9. Disclaimers and Legal Ri

9.1 Nothing on Our Site
for general informa
specialist advice sh
<<describe type of
the basis of any info

9.2 Insofar as is perm
guarantee that Our
rights of third partie
or that it will be sec

lawful activity;

way defamatory of, any person,
der, religion, nationality, disability,

to threaten, harass, annoy, alarm,
another person;

deceive another person;

infringe (or to threaten to infringe)

on or otherwise misrepresents the
person in a way that is calculated to
included in this definition provided
the other provisions of this sub-

where none exists;

ment of, the intellectual property
to, copyright, trade marks and
r

owed to a third party including, but
duties of confidence.

do not apply to content submitted
primary purpose of the site accords
you are not, for example, prohibited
l networking sites merely because
you are, however, prohibited from
encourage the submission of such

unless expressly stated, these sites
accept responsibility or liability for
link to another site on Our Site is for
ment of the sites themselves or of

which you should rely. It is provided
purposes only. [Professional or
before taking any action [relating to
which the website relates>>] OR [on
Site].]

no representation, warranty, or
rements, that it will not infringe the
le with all software and hardware,

9.3 If, as a result of Our removal or redaction of any content from Our Service, you are unable to access or use the content to you, you may be entitled to a refund of the portion of the fee concerning your right to access or use the content. For more information, see the Citizens Advice Bureau website.

9.4 We make reasonable efforts to ensure that the Content is complete, accurate and up-to-date. However, no representation, warranty or exception does not extend to the Content through Our Site.

9.5 We are not responsible for values expressed in those of the relevant any way.

10. Legal Compliance

10.1 All visual depictions of actual, simulated, or simulated and actual, of persons who are at least 18 years of age

10.2 [With respect to the records required under the Freedom of Information Act, the name and address of the person to whom the records are to be made available]

10.3 [Some of the afore
depictions of actua
1995 and, as such,
and C.F.R. 75.]

10.4 <<Insert additional

11. Our Liability

11.1 The provisions of the
Paid Content, which
to Terms of Sale>>
this Clause 11 may

11.2 To the fullest extent permitted by law, the user shall not be liable for any loss or damage (including negligence) or in connection with the use of the Content) included on the Website.

11.3 To the fullest extent permitted by law, we warrant that the Software will conform to the specifications set forth in the applicable software license agreement, and we warrant that the Software will be free from any material defects. Our Site or any Content.

11.4 [Our Site is intended for use by a single user, We accept no responsibility for loss of business opportunity or business interruption resulting from the use of the Site.]

sonable care and skill, any digital
or other digital content belonging
gal remedies. For more details
consumer, please contact your local
s Office.

that the Content on Our Site is
e do not, however, make any
(whether express or implied) that
o-to-date. Please note that this
concerning Paid Content for sale
rms of Sale for more information

accuracy, or for any opinions, views, or values. Such opinions, views, or values are not necessarily shared by our company. Our opinions, views, or values in

of sexually explicit activity that is depictions of persons who were at al was created.

ctions provided on Our Site, all
d C.F.R. 75 are kept by <<insert

provided on Our Site contain only
y that were made before 3rd July
quirements under 18 U.S.C. 2257

nts as required>>.

to the use of Our Site and not to be governed by Our Terms of Sale <<insert link to Terms of Sale>> and the provisions stated to apply to Content in the Content Policy.

accept no liability to any User for
e or otherwise, in contract, tort
y duty, or otherwise, arising out of
to use) Our Site or the use of or
Content, but not including Paid

We exclude all representations, express or implied) that may apply to content) included on Our Site.

use only.] If you are a business
s, sales, business or revenue; loss
ation; loss of anticipated savings;
onsequential loss or damage.

S

A

M

P

L

E

11.5 We exercise all reasonable efforts to ensure that Our Site is free from viruses and other malware. Clause 9.3, We accept no liability for any loss or damage, including but not limited to, loss of data or other malware, a distributed denial of service attack, or any other material or event that may adversely affect your hardware or software, or any material that occurs as a result of your use of Our Site (including downloading of any Content from it) or any other site referred to in this Agreement.

11.6 We neither assume nor accept any liability or liability arising out of any interruption, disruption or non-availability, resulting from external causes including, but not limited to, network failure, host equipment failure, telecommunications network congestion, events, acts of war, or legal restrictions and censorship.

11.7 Nothing in these Terms and Conditions restricts Our liability for fraud or fraudulent misrepresentation, or for personal injury resulting from negligence, or for any liability which cannot be excluded or limited by law, including those relating to digital content, or our local Citizens' Advice Bureau or Trading Standards Commission.

12. Viruses, Malware and Security

12.1 We exercise all reasonable efforts to ensure that Our Site is secure and free from viruses and malware.

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

12.3 You must not deliberately introduce viruses or other malware, or any other harmful material which is maliciously 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 launch 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 them. Your right to use Our Site will be terminated 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 Agreement:

13.1.1 you must be at least 18 years of age to use Our Site;

13.1.2 you must not use Our Site in violation of any and all local, national or international laws, regulations, or policies;

13.1.3 you must not use Our Site for any unlawful or fraudulent purpose, or for any purpose, that is prohibited by law.

S

13.1.4 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;

13.1.5 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 submitting User Content (including comments on Our Site), you must not:

13.2.1 is obscene, defamatory, libelous, hateful or otherwise inflammatory;

13.2.2 promotes violence;

13.2.3 promotes or incites unlawful activity;

13.2.4 discriminates on the basis of race, gender, religion, nationality, disability, sexual orientation, or age;

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

13.2.6 is calculated to deceive;

13.2.7 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;

13.2.8 misleadingly represents your identity or affiliation, or contains parodies or caricatures that fall within any applicable law;

13.2.9 implies any affiliation with a third party where none exists;

13.2.10 infringes, or otherwise violates, the intellectual property rights (including copyright, patents, trade marks and database rights) of any third party;

13.2.11 is in breach of any applicable law, including but not limited to, confidentiality or privacy laws, or other laws of confidence.

13.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach any of the provisions of these Terms. If we do so, We may take one or more of the following actions:

13.3.1 suspend, temporarily or permanently, your Account and/or your access to Our Site;

13.3.2 remove any User Content posted by you that violates this Terms; and

13.3.3 issue you with a warning;

13.3.4 take legal proceedings, or seek reimbursement of any and all costs or damages resulting from your breach;

13.3.5 take further action as appropriate;

13.3.6 disclose such information to law enforcement authorities as required or permitted by applicable law; and/or

13.3.7 any other action that we deem reasonably appropriate (and lawful).

A

M

P

L

E

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

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

14. Privacy and Cookies

Use of Our Site is also governed by our [Terms of Service](#) and [Privacy Policy](#), which are incorporated into these Terms of Use.

and Privacy Policies, available from [Google's Privacy Policy](#)>>. These policies are for your reference.

15. Data Protection

15.1 All personal information held in accordance

will be collected, processed, and data protection law.

15.2 For complete details regarding how we collect, use, store, and protect your personal data included in our products or services, please refer to Our Privacy Policy. If you wish to exercise your rights, please refer to Our Privacy Policy.

<<insert link to Cookies Policy>

processing, storage, and retention of the purpose(s) for which personal using it, details of your rights and sharing (where applicable), please [Privacy Policy](#)>> [and Cookie Policy](#)

16. Communications from Us

16.1 If you have an Account, you can manage your Account by email. Such notices may be sent to you regarding service changes, changes to your Account, or other matters.

to time send you important notices
atters including, but not limited to,
of Use, Our Terms of Sale, and

16.2 We will never send you any marketing emails without your explicit consent. If you do not consent, we will not send you any marketing emails. You can always opt out of our marketing emails at any time by clicking on the "unsubscribe" link in any of our emails. You can also manage your email preferences by visiting our website at [www.fox.com/privacy](#) and clicking on the "manage preferences" link. If you have any questions or concerns, please contact us at [privacy@fox.com](#). Your request will be processed within 30 days.

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

16.3 For questions or comments, please email info@thebusinessinsider.com or call 1-800-828-6882. This offer is limited to marketing emails sent via [insert link to email list](#).

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

17. Changes to these Terms

17.1 We may alter these changes will be high become binding on been implemented. time.

time. [If We do so, details of the changes will be posted on this page.] Any such changes will be made to Our Site after the changes have been approved. We reserve the right to check this page from time to time.

17.2 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

18. Contacting Us

To contact Us, please email info@simply-docs.com or using any of the methods provided on Our [contact page](#).

19. Law and Jurisdiction

- 19.1 These Terms and Conditions (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England & Wales](#) [Scotland](#) [Northern Ireland](#).
- 19.2 If you are a consumer, you may not be able to rely on those provisions of the law in your country which may otherwise apply to you if in Sub-Clause 19.1 above takes effect.
- 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 a contract (contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales](#) [Scotland](#) [Northern Ireland](#), 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 a contract (contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales](#) [Scotland](#) [Northern Ireland](#).