

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 agreed to these Terms of Use if you use this website with and be bound by these Terms of Use] **AND/OR** [You will be deemed to have agreed to 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"

"Data Protection Legislation"

"Paid Content"

"User"

"User Content"

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otherwise requires, the following meanings:

"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;

"Data Protection Legislation" means the data protection legislation in force from time to time in the United Kingdom applicable to data processing including, but not limited to, the current and the revised EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in England and Wales, Scotland, Northern Ireland and by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made under it) and the Privacy and Electronic Communications Regulations 2003 as amended;

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

"User" means a User of Our Site;

"User Content" means content submitted to Our Site by Users including, but not limited to, <<insert type(s) of content>> that Users submit, e.g. reviews, comments

“We/Us/Our”

2. Information About Us

- 2.1 Our Site, <<insert business name>> [<<insert company number>> and whose registered address is <<insert address>> and whose main trading address is <<insert address>>].
- 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 will not be liable in any way if Our Site (or any part of it) is unavailable at any time.
- 3.2 It is your responsibility to make the necessary 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 will not be liable in any way if Our Site (or any part of it) is unavailable at any time.

4. Accounts

- 4.1 Certain parts of Our Site (e.g. Paid Content) may require an Account to purchase Paid Content from Us) may require an Account to access them.
- 4.2 You may not create an Account unless you are at least <<insert age>> years of age.
- 4.3 When creating an Account, you must provide accurate and complete information. If any information changes at a later date, it is your responsibility to ensure that the information 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 lowercase and uppercase letters, numbers and special characters. It is your responsibility to keep your password secure and not to share your Account with anyone. If you believe your Account has been used without your permission, please contact Us at <<insert email address>>. We will not be liable for any unauthorised use of your Account.
- 4.5 You must not use the 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 16.
- 4.7 If you wish to close your Account, you may do so at any time. Closing your Account will delete all data associated with your Account.

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Account will result in the removal of all User Content. Closing your Account will also remove all User Content from Our Site requiring an Account for access. [<<Insert a placeholder for information on what will happen to a user's data>>].

information. Closing your Account will also remove all User Content from Our Site requiring an Account for access. [<<Insert a placeholder for information on 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 placeholder> "removing your username and avatar">>].]

ert User Content, e.g. reviews, comments etc.>>] Our Site will be [deleted] OR [anonymised by <insert placeholder> "removing your username and avatar">>].]

5. Intellectual Property Rights

- 5.1 With the exception of Content included on Our Site and the content of that Content, unless otherwise licensed by Us, all User Content is protected by applicable United Kingdom intellectual property laws and treaties.

clause 6), all Content included on Our Site and the content of that Content, unless otherwise licensed by Us, all User Content 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, lease, or in any other manner re-use Content without Our permission to do so by Us.

you may not reproduce, copy, distribute, sell, rent, lease, or in any other manner re-use Content without Our permission to do so by Us.

- 5.3 You may:

5.3.1 Access, view, or use Content through a web browser (including any web browser) or other software or app;

web browser (including any web browser) or other software or app;

5.3.2 Download Content for caching;

for caching;

5.3.3 Print [one copy] of Content from Our Site;

Our Site;

5.3.4 Download Content from Our Site; and

Our Site; and

5.3.5 Save pages of Content for on- and/or offline viewing.

and/or offline viewing.

- 5.4 Our status as the sole and exclusive identified licensors, lessors, or assignors of the Content on Our Site (or that of any third party) shall be acknowledged.

the Content on Our Site (or that of any third party) shall be acknowledged.

- 5.5 You may not re-use Content for commercial purposes, including for commercial purposes, as appropriate to the nature of the Content, without the prior written consent of Us, our licensors, or our business users or consumers.

aved or downloaded from Our Site without obtaining a licence from Us (or Our licensors, or our business users or consumers).

- 5.6 [Nothing in these Terms shall prevent Us from pursuing our legal rights under Chapter III of the Copyright, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright' in particular the making of temporary copies; research and analysis for non-commercial purposes; reporting; caricature and parody; and the incidental inclusion of copyright material.]

cludes the fair dealing provisions of the Copyright, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright' in particular the making of temporary copies; research and analysis for non-commercial purposes; reporting; caricature and parody; and the incidental inclusion of copyright material.]

6. User Content

- 6.1 User Content on Our Site (including User Content of any type(s) of content which is not necessarily limited to) <<insert placeholder for information on what will happen to a user's data>>].

ot necessarily limited to) <<insert placeholder for information on what will happen to a user's data>>].

- 6.2 An Account is required to post User Content. Please refer to Clause 4 for more information.

nit User Content. Please refer to Clause 4 for more information.

- 6.3 You agree that you are responsible for your User Content.

onsible for your User Content.

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arrant that you have the right to
User Content will comply with Our
Clause 11.

- will, to the fullest extent permissible
warranties given by you under sub-
loss or damage suffered by Us as

- ownership of your User Content
therein. When you submit User
non-exclusive, fully transferrable,
wide licence to use, store, archive,
reproduce, distribute, prepare
sub-licence your User Content for
ur Site. In addition, you also grant
r User Content within Our Site.

- On Our Site, the User Content is controlled by <<insert description, e.g. "the User's profile page." Please note, however, that caching may be made immediately unavailable where they are outside of Our

- er Content from Our Site where, in
Usage Policy, or if We receive a
that the User Content in question

- 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

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- suggests any form of association,
where none exists;

- arks displayed on Our Site without



- the homepage of Our Site, <<insert
Our express written permission.
>> for further information.]

- ... websites is not permitted without
... contact Us at <<insert email

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- address>> for further
- 7.4 You may not link to a site the main content of which contains material that:
- 7.4.1 is sexually explicit;
 - 7.4.2 is obscene, defamatory or otherwise inflammatory;
 - 7.4.3 promotes violence;
 - 7.4.4 promotes or incites unlawful activity;
 - 7.4.5 is defamatory or in any way defamatory of, any person, group or class, race, gender, religion, nationality, disability, sexual orientation or age;
 - 7.4.6 is intended to threaten, harass, annoy, alarm, inconvenience or otherwise harm another person;
 - 7.4.7 is calculated to deceive another person;
 - 7.4.8 is intended to infringe (or to threaten to infringe) the intellectual property rights of another person;
 - 7.4.9 misleadingly identifies or attributes to another person in a way that is calculated to deceive (other than in a way that is included in this definition provided the other provisions of this sub-Clause 7.4);
 - 7.4.10 implies any fact where none exists;
 - 7.4.11 infringes, or is likely to infringe, the rights (including but not limited to, copyright, trade marks and database rights) of another person;
 - 7.4.12 is made in breach of any duties of confidence.
- 7.5 [The content restriction provisions do not apply to content submitted to sites by other users if the primary purpose of the site accords with the provisions of the Act. You are not, for example, prohibited from posting links on social networking sites merely because another user may do so. You are, however, prohibited from posting links on websites that encourage the submission of such content from users.]

8. Links to Other Sites

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

9. Liability and Disclaimers

- 9.1 Nothing on Our Site should be relied upon for information purposes. Professional or specialist advice should always be sought where appropriate. It is provided on the basis of any information which you should rely.

- provided on Our Site
- 9.2 Insofar as is permitted by law, we make no representation, warranty, or guarantee that Our Content will not infringe the intellectual property rights of third parties or that it will be secure from viruses or other malware.
- 9.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate and up-to-date. We do not, however, make any representation, warranty, or guarantee (whether express or implied) that the Content is complete, accurate or up-to-date. Please note that this disclaimer concerning Paid Content for sale through Our Site applies to the Terms of Sale for more information.
- 9.4 To the fullest extent permitted by law, we accept no liability to any User for any loss or damage (including negligence, in whole or in part, or in connection with the use of or reliance upon any Content) included on Our Site.
- 9.5 If you are a business user, we exclude all implied conditions, warranties, representations, or guarantees that may apply to Our Site or Content. We will not be liable for loss of profits, sales, business or anticipated savings or for any indirect or consequential loss or damage.
- 9.6 If you are a consumer user only, however, we will exercise reasonable care and skill, any digital content before or after its use. Our Site is intended for business use only, and we cannot be held liable for failure to exercise reasonable care and skill, any digital content before or after its use. For more details on your rights, please contact your local Citizens Advice Bureau or Trading Standards.
- 9.7 We neither assume nor warrant any liability or liability arising out of any interruption or non-delivery of Content, including, but not limited to, network communications network outages, restrictions and censorship.
- 9.8 Nothing in these Terms restricts Our liability for fraud or fraudulent misrepresentation, negligence, or for personal injury resulting from negligence which cannot be excluded or restricted by law.
- 9.9 The limitations of liability in this section apply only to the use of Our Site and not to the use of Our Content which is governed separately by Our Terms of Sale <<insert link to Terms of Sale>>.
10. **Viruses, Malware and Security**
- 10.1 We exercise all reasonable efforts to ensure that Our Site is secure and free from viruses and other malware.
- 10.2 You are responsible for ensuring that your hardware, software, data and other information is protected from internet security risks.
- 10.3 You must not deliberately introduce any viruses or other malware, or any other harmful material which is malicious or harmful either to or via Our Site.

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10.4 You must not attempt to gain 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.

10.5 You must not attempt to launch or participate in a denial of service attack, a distributed denial of service attack, or any other means.

10.6 By breaching the provisions of clauses 10.3 to 10.5, 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 privacy will not be affected. You must immediately in the event of such a breach.

11. Acceptable Usage Policy

11.1 You may only use Our Site for any purpose that is lawful and that complies with the provisions of this clause:

11.1.1 you must not use Our Site in violation of any applicable law, regulation, or policy with any and all local, national or international laws.

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

11.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit any form of virus or other malware, or any other content that may adversely affect computer hardware, software, or data.

11.1.4 you must not use Our Site for any purpose, that is prohibited by applicable law, in any way.

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

11.2.1 is sexually explicit or obscene;

11.2.2 is obscene, defamatory, libelous, or otherwise inflammatory;

11.2.3 promotes violence;

11.2.4 promotes or incites illegal activity;

11.2.5 discriminates on the basis of race, gender, group or class, age, or sexual orientation;

11.2.6 is intended to cause harm, discomfort, or inconvenience to another person;

11.2.7 is calculated to defame, libel, or deceive;

11.2.8 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 is prohibited by applicable law;

11.2.9 misleadingly represents your identity or a person or entity, or parodies or impersonates another person or entity, where the parody or impersonation falls within any applicable law;

11.2.10 implies any relationship with Us where none exists;

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11.2.11 infringes, or
rights (including
database rights)

ment of, the intellectual property
copyright, patents, trade marks and

11.2.12 is in breach
limited to, co

to a third party including, but not
es of confidence.

11.3 We reserve the right
materially breach
provisions of these
the following actions

ate your access to Our Site if you
Clause 11 or any of the other
ally, We may take one or more of

11.3.1 suspend, with
your right to

permanently, your Account and/or

11.3.2 remove any
Acceptable U

tted by you that violates this

11.3.3 issue you with

11.3.4 take legal p
relevant cos

for reimbursement of any and all
resulting from your breach;

11.3.5 take further

as appropriate;

11.3.6 disclose such
as We deem

rcement authorities as required or
and/or

11.3.7 any other ac

asonably appropriate (and lawful).

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

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

12. Privacy and Cookies

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

nd Privacy Policies, available from
<<Privacy Policy>>. These policies
erence.

13. Changes to these Terms

13.1 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

13.2 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

14. Contacting Us

To contact Us, please en
methods provided on Our c

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

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15. **Communications from Us**

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

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

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

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

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.

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

16. **Data Protection**

16.1 All personal data th
accordance with th
rights thereunder.

16.2 For complete detail
personal data inclu
data is used, the le
how to exercise the
refer to Our Privacy
<<insert link to Coo

collected, processed, and held in
a Protection Legislation and your

rocessing, 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

17. **Law and Jurisdiction**

17.1 These Terms of U
contractual or other
with, English law.

17.2 If you are a busin
relationship betwe
associated therewit
exclusive jurisdiction

17.3 If you are a consu
relationship betwe
associated therewit
jurisdiction of the c
determined by your

o between you and Us (whether
by, and construed in accordance

erning these Terms of Use, the
ny matters arising therefrom or
otherwise) shall be subject to the
d and Wales.

cerning these Terms of Use, the
ny matters arising therefrom or
otherwise) shall be subject to the
Scotland, or Northern Ireland, as