

## 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 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. Please refer to our Terms of Sale>>.

These Terms of Use, together with any other documents referred to herein, set out the terms of use of this website, <<insert website address>> ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. [You must agree to these Terms of Use before you can use Our Site] **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. Please refer to our Terms of Sale>>.

## 1. Definitions and Interpretation

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

otherwise requires, the following meanings:

**"Account"**

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

**"Content"**

text, images, audio, video, scripts, databases and any other form of information of being stored on a computer that is part of, Our Site;

**"User"**

Our Site;

**"User Content"**

submitted to Our Site by Users limited to, <<insert type(s) of content permitted to be submitted, e.g. product reviews, etc.>>.

**"We/Us/Our"**

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

## 2. Information About Us

2.1 Our Site, <<insert website address>> is owned and operated by <<insert business name>> [a company registered under <<insert company registration number>>] whose registered address is <<insert registered address>> and whose main trading address is <<insert trading address>>].

owned and] operated by <<insert business name>> [a company registered in England under <<insert company registration number>>] whose registered address is <<insert registered address>> is] **OR** [of] <<insert address>>].

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

regulator(s)>>].

2.3 [We are a member of <<insert association(s) etc.>>].

association(s) etc.>>].

2.4 [<<insert further information>>].

### 3. Access to Our Site

- 3.1 Access to Our Site
- 3.2 It is your responsibility to make the necessary arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site may be interrupted, altered, suspended or discontinued without notice. We will not be liable in any way if Our Site (or any part of it) is unavailable at any time or for any period.

### 4. Accounts

- 4.1 Certain parts of Our Site may require an Account in order to purchase services from Us) from them.
- 4.2 You may not create an Account if you are under <<insert age>> years of age. If you are under <<insert age>> years of age and wish to use the parts of Our Site that require an Account, your parent or guardian should create the Account for you and you must be supervised by them. You must create an Account with their supervision.]]
- 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 [do not require] a password for your Account, consisting of a combination of lowercase and uppercase letters, numbers and symbols. You must keep your password confidential and not share it with anyone else.]] If you believe your password has been used without your permission, please contact Us immediately. We will not be liable for any unauthorized use of your Account or email address>>. We will not be liable for any unauthorized use of your Account or email address>>.
- 4.5 You must not use a password that is the same as the User to whom the Account is assigned, or any other information without the express permission of Us.
- 4.6 Any personal information you provide in connection with your Account will be collected, used, and stored in accordance with our privacy policy and our obligations under the law, as set out in Clause 17.
- 4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your Account information. Closing your Account will also remove all access to the parts of Our Site requiring an Account for which you are responsible. [Insert a statement of what will happen to a user's data>>].
- 4.8 [If you close your Account, we will delete all User Content, e.g. reviews, comments etc.>>] OR [If you close your Account, we will anonymise all User Content, e.g. reviews, comments etc.>>].]

### 5. Intellectual Property Rights

- 5.1 With the exception of the Content included on Our Site and the Content that is licensed to Us, all Content included on Our Site (other than the Content that is licensed to Us) is protected by intellectual property rights subsisting in that Content, unless otherwise stated. All User Content (other than the Content that is licensed to Us) is protected by intellectual property rights subsisting in that Content, unless otherwise stated.

- applicable United Kingdom intellectual property laws and treaties.
- 5.2 Subject to sub-Clause 5.3, you may not reproduce, copy, distribute, sell, rent, lease, or otherwise re-use Content from Our Site unless you obtain prior written permission to do so by Us.
- 5.3 You may:
- 5.3.1 Access, view, or download Content using a web browser (including any web browser plug-ins, extensions, or add-ons or software or app);
  - 5.3.2 Download Content for caching;
  - 5.3.3 Print [one copy] of Content from Our Site;
  - 5.3.4 Download Content from Our Site; and
  - 5.3.5 Save pages of Content for on- and/or offline viewing.
- 5.4 Our status as the licensor of Content on Our Site (or that of any third party) may be acknowledged.
- 5.5 You may not use Content 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 personal or information purposes whether by business users or consumers.
- 5.6 [Nothing in these Terms overrides the fair dealing provisions of Chapter III of the Copyright, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Material' including in particular the making of temporary copies; research and private study; criticism, review, quotation and news reporting; caricature, pastiche and the incidental inclusion of copyright material.]

## 6. User Content

- 6.1 User Content on Our Site is not necessarily limited to) <<insert appropriate examples, e.g. product reviews, comments etc.>>.
- 6.2 An Account is required to 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 and that the 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 against all claims, damages, losses and expenses (including reasonable legal fees) that we may incur as a result of such breach of warranty.
- 6.5 You (or your licensors) retain ownership of your User Content and all intellectual property rights therein. When you submit User Content you grant Us a non-exclusive, fully transferrable, exclusive licence to use, store, archive, reproduce, distribute, prepare derivative works from and sub-licence your User Content for

- the purposes of operating Our Site. In addition, you also grant Other Users the right to use and display the User Content within Our Site.
- 6.6 If you wish to remove User Content from Our Site, the User Content in question will be [insert description, e.g. "removing your user name or references to your user name" (or may not be made immediately unavailable where they are outside of Our reasonable control)]
- 6.7 We may reject, reclaim, or remove 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 marks displayed on Our Site without Our express written permission;
  - 7.1.3 you do not use Our name or marks displayed on Our Site without Our express written permission;
  - 7.1.4 you do not do anything that is calculated to damage Our reputation or to take unfair advantage of Us.
- 7.2 [You may link to any page on Our Site, including the homepage of Our Site, <<insert URL>>. Deep-linking to any page on Our Site requires Our express written permission.]
- 7.3 [Framing or embedding Our Site in another website is not permitted without Our express written permission. Please contact Us at <<insert email address>> for further information.]
- 7.4 You may not link to any page on Our Site that contains material that:
- 7.4.1 [is sexually explicit or obscene, or is obscene, defamatory or otherwise inflammatory;
  - 7.4.2 is obscene, defamatory or otherwise inflammatory;
  - 7.4.3 promotes violence or unlawful activity;
  - 7.4.4 promotes or incites discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation or age;
  - 7.4.5 discriminates on the basis of race, sex, religion, nationality, disability, sexual orientation or age;
  - 7.4.6 is intended to threaten, harass, annoy, alarm, or otherwise harm another person;
  - 7.4.7 is calculated to deceive another person;

S

7.4.8 is intended to infringe (or to threaten to infringe) the intellectual property rights of another person;

7.4.9 misleadingly represents the identity or affiliation of a person or otherwise misrepresents the person in a way that is calculated to deceive (obtain a benefit or cause loss) that they do not have (see Clause 7.4);

7.4.10 implies any fact where none exists;

7.4.11 infringes, or is likely to infringe, any rights (including but not limited to, copyright, trade marks and database rights) of a third party;

7.4.12 is made in breach of any duties of confidence owed to a third party including, but not limited to, those of a third party.

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

## 9. Disclaimers

9.1 Nothing on Our Site should be relied upon for general information or for any action [relating to <<describe type of information/activity/transaction that relates>>] **OR** [on the basis of any information provided on Our Site].

9.2 Insofar as is permitted by law, we make no representation, warranty, or guarantee that Our Site will not infringe the rights of third parties or that it will be secure. Despite Our failure to exercise reasonable care and skill, any damage to your device or other digital content below Our Site damages your device or other digital content. You are entitled to certain legal remedies. For more details concerning your remedies as a consumer, please contact your local Consumer Trading Standards Office.

9.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate and up-to-date. Please note that this Content does not constitute an offer (whether express or implied) that the Content is complete, accurate or up-to-date. Please note that this Content does not constitute an offer (whether express or implied) concerning services for sale through Our Site. Please refer to Terms of Sale>> for more information <<insert link>>.

A

M

P

L

E

# S

- # A

## M

- P

11.6 By breaching the  
committing a crimin  
all such breaches v  
and We will cooper  
them. Your right to  
breach.

ses 11.3 to 11.5 you may be  
nputer Misuse Act 1990. Any and  
evant law enforcement authorities  
rities by disclosing your identity to  
Immediately in the event of such a

## 12. Acceptable Usage Policy

12.1 You may only use the provisions of this

that is lawful and that complies with  
:

12.1.1 you must en  
international

y with any and all local, national or

12.1.2 you must not use the information for unlawful or fraudulent purposes

way, or for any purpose, that is

12.1.3 you must not use the software to transmit any other data, or to transmit software, or

ngly send, upload, or in any other  
form of virus or other malware, or  
rsely affect computer hardware,

12.1.4 you must not  
intended to kill

any way, or for any purpose, that is  
in any way.

12.2 When submitting Us (or our Site), you must not

communicating in any other way using Our  
 otherwise do anything that:

### 12.2.1 [is sexually e

© 2006 The Authors  
Journal compilation © 2006 Blackwell Publishing Ltd

12.2.2 is obscene,

teful or otherwise inflammatory;

### 12.2.3 promotes vid

© 2006 The Authors  
Journal compilation © 2006 Blackwell Publishing Ltd

#### 12.2.4 promotes or

lawful activity;

12.2.5 discriminates  
group or cla  
sexual orient

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

12.2.6 is intended  
inconvenient

threaten, harass, annoy, alarm,  
another person:

12.2.7 is calculated

deceive;

12.2.8 is intended  
another pers  
in a way that

infringe (or threaten to infringe)  
otherwise uses their personal data  
to;

12.2.9 misleadingly  
identity or a  
parodies are  
fall within an

or otherwise misrepresents your  
 is calculated to deceive (obvious  
 definition provided that they do not  
 of this sub-Clause 12.2);

12.2.10 implies any

where none exists:

12.2.11 infringes, or  
rights (includ  
database rig

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

12.2.12 is in breach  
limited to, co

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

S

A

M

P

L

E

- 12.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach any of the provisions of these Terms of Use. If you breach any of the following actions:
- 12.3.1 suspend, with or without notice, your right to use Our Site;
  - 12.3.2 remove any content posted by you that violates this Acceptable Use Policy;
  - 12.3.3 issue you with a permanent ban from Our Site;
  - 12.3.4 take legal proceedings to recover any and all damages resulting from your breach;
  - 12.3.5 take further action as appropriate;
  - 12.3.6 disclose such information to law enforcement authorities as required or permitted by applicable law; and/or
  - 12.3.7 any other action that We reasonably deem to be reasonably appropriate (and lawful).
- 12.4 We hereby exclude ourselves from any actions (including, but not limited to, those listed above) that We may take in response to breaches of these Terms of Use.

### 13. Privacy and Cookies

Use of Our Site is also governed by Our Privacy Policies, available from [\[insert link to Privacy Policy\]](#). These policies are incorporated into these Terms of Use by reference.

### 14. Changes to these Terms

- 14.1 We may alter these Terms of Use from time to time. [If We do so, details of the changes will be high-lighted on this page.] Any such changes will become binding on you only after they have been implemented. You are encouraged to check this page from time to time.
- 14.2 In the event of any conflict between the current version of these Terms of Use and any previous version, the current and in effect shall prevail unless it is expressly stated otherwise.

### 15. Contacting Us

To contact Us, please email [\[insert email address\]](#) or using any of the methods provided on Our contact page [\[insert link to contact page\]](#).

### 16. Communications from Us

- 16.1 If We have your contact information (e.g., email address, if you have an Account) We may communicate with you from time to time solely for purposes related to matters in connection with these Terms of Use.
- 16.2 We will never send you any unsolicited communications of any kind without your express consent.



S

consent. If you do not consent, we will not send you any of our marketing emails. You can also manage your marketing preferences at any time by clicking on the "Manage preferences" link in the footer of our marketing emails. [Email marketing preferences can also be managed in your Account settings under "Marketing preferences"] If you do not consent, we will not take up to <<insert number>> days to comply with your request. During that time, we will not send you any of our marketing emails.

You may opt out at any time. Any and all marketing emails will include an unsubscribe link. [Email marketing preferences can also be managed in your Account settings under "Marketing preferences"] If you do not consent, we will not take up to <<insert number>> days to comply with your request. During that time, we will not send you any of our marketing emails.

16.3 For questions or comments, please contact us at <<insert email address>> or via <<insert link to contact page>>.

communications from Us (including, but not limited to, marketing emails) to Us at <<insert email address>> or via <<insert link to contact page>>.

## 17. Data Protection

We will only use your personal data for the purposes set out in Our Privacy Policy, available at <<insert link to Privacy Policy>>.

set out in Our Privacy Policy, available at <<insert link to Privacy Policy>> or <<insert link to Cookie Policy>>.

## 18. Law and Jurisdiction

18.1 These Terms and Conditions shall be governed by, and construed in accordance with the law of <<insert jurisdiction>>.

relationship between you and Us shall be governed by, and construed in accordance with the law of <<insert jurisdiction>> [England & Wales] [Northern Ireland] [Scotland].

18.2 If you are a consumer, these Terms and Conditions shall be governed by, and construed in accordance with the law in your country of residence, unless you agree to be bound by the law of <<insert jurisdiction>>.

in any mandatory provisions of the law of <<insert jurisdiction>> in Sub-Clause 18.1 above takes effect, you shall not be able to rely on those provisions.

18.3 If you are a consumer, any controversy, proceedings or claim arising from or in connection with these Terms and Conditions, or the performance or non-performance of the contractual or otherwise) shall be subject to the jurisdiction of the courts of <<insert jurisdiction>> of England, Wales, Scotland, or Northern Ireland, as the case may be.

controversy, proceedings or claim arising from or in connection with these Terms and Conditions, or the performance or non-performance of the contractual or otherwise) shall be subject to the jurisdiction of the courts of <<insert jurisdiction>> of England, Wales, Scotland, or Northern Ireland, as the case may be.

18.4 If you are a business, the relationship between you and Us shall be governed by, and construed in accordance with the law of <<insert jurisdiction>> [non] exclusive jurisdiction of <<insert jurisdiction>> [England & Wales] [Northern Ireland] [Scotland].

governing these Terms and Conditions, any matters arising therefrom or in connection with the performance or non-performance of the contractual or otherwise) shall be subject to the jurisdiction of the courts of <<insert jurisdiction>> of [England & Wales] [Northern Ireland] [Scotland].

A

M

P

L

E