

BACKGROUND:

These Terms and Conditions set out the terms and conditions which you may use this website, <<insert website address>> ("Our Site") and ensure that you understand and agree to comply with and be bound by these Terms and Conditions. **AND/OR** [You will be required to agree to these Terms and Conditions when signing up for an Account].

and all other documents referred to herein, set out the terms and conditions which you may use this website, <<insert website address>> ("Our Site") and ensure that you understand and agree to comply with and be bound by these Terms and Conditions. **AND/OR** [You will be required to agree to these Terms and Conditions when signing up for an Account].

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

the context otherwise requires, the following meanings:

"Account"

required for a User to access Our Site, as detailed in Clause 4;

"Ad"

advertisement posted on Our Site by an advertiser, including details of the item or service being advertised;

"Advertiser"

any person who posts an Ad on Our Site;

"Content"

any text, images, audio, video, scripts, databases and any other form of electronic data, whether or not being stored on a computer or other electronic device, forms part of, Our Site;

["Third Party Advertiser"]

any person responsible for Third Party Advertising on Our Site;

["Third Party Advertising"]

any advertisement displayed on Our Site in addition to the advertisements referred to in Clause 10.1;

"User"

any person who uses Our Site; and

"We/Us/Our"

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

2. Information About Us

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

owned and] operated by <<insert business name>> [a company registered in England under <<insert company number>> and whose registered address is <<insert registered address>> and whose main trading address is <<insert address>>].

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

regulator(s)>>].

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

2.4 [<<insert further info

3. Access to Our Site

3.1 Access to Our Site

3.2 It is your responsibility to make the necessary arrangements in order to access Our Site.

3.3 Access to Our Site may be interrupted, altered, suspended or discontinued (in whole or in part) 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 or for any period.

4. Accounts

4.1 Certain parts of Our Site (including the ability to post Ads) may require an Account in order to

4.2 You may not create an Account 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 a user to be at least <<insert age>> years of age, your parent or guardian should create the Account for you and use the Account with their supervision.]

4.3 When creating an ADR, the information you provide must be accurate and complete. If any information changes at a later date, it is your responsibility to ensure the ADR is kept up-to-date.

4.4 We [require] **OR** [if you do not wish to use a Password, you must use Two-Factor Authentication]. You must choose a strong password for your Account, consisting of at least 8 characters, e.g. "a combination of lowercase and uppercase letters, numbers, and special characters">>. It is your responsibility to keep your password confidential and not to share your Account with anyone else.] If you believe your Account has been used without your permission, please contact Us at privacy@amazon.com or amazon-privacy@amazon.com (email address)>>. We will not be liable for any unauthorized use of your Account.

4.5 You must not use [REDACTED] without the express permission of the User to whom the [REDACTED]

4.6 Any personal information collected, used and held in accordance with the law, as set out in Clause 15.

4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the deletion of your personal information. Closing your Account will also remove all access to our Site requiring an Account for access. [Insert a description of what will happen to a user's data>>.]

4.8 If you close and delete your account or remove all Ad(s) you have posted to Our Site, we will [also be deleted] OR [will be terminated] OR [will be removed from Us under sub-Clause 6.4 will be terminated] OR [that will happen to Ads>>].

5. Intellectual Property Right

5.1 With the exception of the Content that we may create for you, we do not own, control, or have any right in or to any Content that you post, upload, or otherwise make available on Our Site and the copyright and other intellectual property rights subsisting in that Content, and we shall not be responsible for any third party's use of or access to that Content.

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a result of such breach

6.4 You (or your licensee) own the ownership of the content of your Ad(s) and all intellectual property consisting therein. By submitting an Ad, you grant Us a non-exclusive, fully transferable, royalty-free, perpetual, [if applicable] license to use, store, archive, syndicate, publish, reproduce, distribute, prepare derivative works from, and sub-license that Ad for the purposes of operating Our Site.

6.5 If you wish to remove the Ad in question from Our Site, so by <<insert brief description>>. We will use reasonable efforts to remove the Ad from Our Site. We are granted to Us to use that Ad under the terms of this Agreement, including caching or references to your Ad, but we may not be made unavailable at our sole discretion (or may not be made unavailable at our sole control).

6.6 We may reject, reject, or remove any Ad from Our Site where, in Our sole opinion, it violates Our Ad Posting Policy, or if We receive a complaint from a third party that the Ad in question should be removed as a result of such breach.

7. Acceptable Usage Policy

7.1 You may only use Our Site in a manner that is lawful and that complies with the provisions of this Agreement.

7.1.1 you must comply with any and all applicable local, national, and international laws, regulations, and ordinances;

7.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;

7.1.3 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 code that may adversely affect computer hardware, software, or data;

7.1.4 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.

7.2 When posting an Ad on Our Site, you must not post, comment, or otherwise use Our Site in any other way using Our Site), you must not post, comment, or otherwise use anything that:

7.2.1 [is sexually explicit or suggestive];

7.2.2 is obscene, defamatory, or otherwise inflammatory;

7.2.3 promotes violence or illegal activity;

7.2.4 promotes, as a goal or objective, any form of unlawful activity;

7.2.5 discriminates on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;

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

7.2.7 is calculated to deceive (including any false claims or comparisons concerning the subject matter of the Ad or Advertiser on Our Site);

ownership of the content of your Ad(s) and all intellectual property consisting therein. By submitting an Ad, you grant Us a non-exclusive, fully transferable, royalty-free, perpetual, [if applicable] license to use, store, archive, syndicate, publish, reproduce, distribute, prepare derivative works from, and sub-license that Ad for the purposes of operating Our Site.

If you wish to remove the Ad in question from Our Site, so by <<insert brief description>>. We will use reasonable efforts to remove the Ad from Our Site. We are granted to Us to use that Ad under the terms of this Agreement, including caching or references to your Ad, but we may not be made unavailable at our sole discretion (or may not be made unavailable at our sole control).

We may reject, reject, or remove any Ad from Our Site where, in Our sole opinion, it violates Our Ad Posting Policy, or if We receive a complaint from a third party that the Ad in question should be removed as a result of such breach.

You may only use Our Site in a manner that is lawful and that complies with the provisions of this Agreement.

7.1.1 you must comply with any and all applicable local, national, and international laws, regulations, and ordinances;

7.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;

7.1.3 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 code that may adversely affect computer hardware, software, or data;

7.1.4 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.

7.2 When posting an Ad on Our Site, you must not post, comment, or otherwise use Our Site in any other way using Our Site), you must not post, comment, or otherwise use anything that:

7.2.1 [is sexually explicit or suggestive];

7.2.2 is obscene, defamatory, or otherwise inflammatory;

7.2.3 promotes violence or illegal activity;

7.2.4 promotes, as a goal or objective, any form of unlawful activity;

7.2.5 discriminates on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;

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

7.2.7 is calculated to deceive (including any false claims or comparisons concerning the subject matter of the Ad or Advertiser on Our Site);

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- ## Links to Our Site

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8.2 [You may link to any website that does not contain any material that is prohibited by this clause.]

OR

8.2 [You may not link to any website that does not contain any material that is prohibited by this clause.]

8.3 [Framing or embedding of Our Site's content in any other website is not permitted without Our express written permission. You must contact Us at <<insert email address>> for further information.]

8.4 You may not link to any website the content of which contains material that:

8.4.1 [is sexually explicit or obscene;

8.4.2 is obscene, defamatory or otherwise inflammatory;

8.4.3 promotes violence or illegal activity;

8.4.4 promotes or advocates illegal activity;

8.4.5 discriminates on the basis of race, sex, religion, nationality, disability, sexual orientation or age;

8.4.6 is intended to threaten, harass, annoy, alarm, or inconvenience another person;

8.4.7 is calculated to deceive;

8.4.8 is intended to infringe (or to threaten to infringe) the rights of another person;

8.4.9 misleadingly represents the identity or affiliation of another person in a way that is calculated to deceive (other than in the course of a bona fide commercial transaction that they do not intend to profit from);

8.4.10 implies any false or misleading statement where none exists;

8.4.11 infringes, or is likely to infringe, the rights (including copyright, database rights and other intellectual property rights) of another person;

8.4.12 is made in breach of any legal duty of confidence.

8.5 [The content restriction provisions of this clause do not apply to content submitted to sites by other users if the primary purpose of the site accords with the provisions of this clause. You are not, for example, prohibited from posting links on social networking sites merely because you are, however, prohibited from encouraging the submission of such content from users.]

9. Links to Other Sites

Links to other sites may be provided on Our Site, but we accept no responsibility or liability for the content of such sites unless expressly stated, these sites are not under Our control.

the homepage of Our Site, <<insert email address>> requires Our express written permission.]

any other website is not permitted without Our express written permission. You must contact Us at <<insert email address>> for further information.]

site the content of which contains material that:

defamatory or otherwise inflammatory;

lawful activity;

any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;

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

deceive;

infringe (or to threaten to infringe) the rights of another person;

on or otherwise misrepresents the identity or affiliation of another person in a way that is calculated to deceive (other than in the course of a bona fide commercial transaction that they do not intend to profit from);

where none exists;

ment of, the intellectual property rights (including copyright, patents, trade marks and other intellectual property rights) of another person;

owed to a third party including, but not limited to, any legal duty of confidence.

do not apply to content submitted to sites by other users if the primary purpose of the site accords with the provisions of this clause. You are not, for example, prohibited from posting links on social networking sites merely because you are, however, prohibited from encouraging the submission of such content from users.]

unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the content of such sites.

the content of third party site information only and does not control those in control of them.

link to another site on Our Site is for
ment of the sites themselves or of

10. [Advertising

- 10.1 We may feature Th
We reserve the righ
any Ad.
- 10.2 You agree that yo
Advertising using H
- 10.3 We are not respons
Site. [<<Insert bus
material] **OR** [Each
their own Third Par
Third Party Advertis
inaccuracies, or om

addition to Ads) on Our Site and Advertising on the same page as

Remove or hide any Third Party
or method.

ny Third Party Advertising on Our
sible for the content of advertising
is responsible for the content of
We will not be responsible for any
ng, but not limited to, any errors,

11. Disclaimers and Legal Risks

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|------|--|
| 11.1 | Nothing on Our Site for general information representation or warranty for use in business advice on which business advice should always be based. <<describe type of information>> |
| 11.2 | Insofar as is permitted by applicable law, we do not guarantee that Our Content will not infringe the rights of third parties or that it will be secure, accurate, complete, or available. |
| 11.3 | If, as a result of Our Content, you suffer any damage (including, but not limited to, damage to your computer system or loss of data) or if you are a consumer, you may be entitled to compensation. For details concerning your local Citizens Advice Bureau, please contact your local Citizens Advice Bureau. |
| 11.4 | We make reasonable efforts to ensure that the Content is complete, accurate, and up-to-date. However, we do not warrant that such Content is complete, accurate, or up-to-date. |
| 11.5 | We are not responsible for the views, or values expressed in, or the content of, any Content posted on our Site, or those of the relevant third parties, in any way. We have no responsibility to accept no responsibility for any Content advertised in, any Advertiser's advertisement. |

In Particular, We make no
Our Site (including Ads) is suitable
constitutes accurate data and/or
based. [Professional or specialist
e taking any action relating to
ch the website relates>>.]

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

asonable care and skill, any digital
t is not Content uploaded by an
digital content belonging to you, if
certain legal remedies. For more
s as a consumer, please contact
Standards Office.

that Our Content on Our Site is accurate and complete. We do not, however, make any representation or warranty (whether express or implied) that Our Content is up-to-date.

accuracy of, or for any opinions, such opinions, views, or values are not Our opinions, views, or values in our involvement in, any Ads, and We do not, or for any products or services

12. Our Liability

- 12.1 To the fullest extent

accept no liability to any User for

all such breaches v
and We will cooper
them. Your right to
breach.

evant law enforcement authorities
rities by disclosing your identity to
immediately in the event of such a

14. Privacy and Cookies

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

nd Privacy Policies, available from
<<insert link to Privacy Policy>>. These policies
by this reference.

15. Data Protection

We will only use your pers
from <<insert link>> [and C

ut in Our Privacy Policy, available
ple from <<insert link>>].

16. Communications from Us

16.1 If you have an Acco
by email. Such no
service changes, c
your Account.

o time send you important notices
tters including, but not limited to,
and Conditions, and changes to

16.2 We will never send
consent. If you do
all marketing emails
options can also
preferences>>.] If
take up to <<insert
effect.

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
for your new preferences to take

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

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
the changes will be
become binding on
been implemented.
time.

t any time. [If We do so, details of
this page.] Any such changes will
of Our Site after the changes have
ed to check this page from time to

17.2 In the event of any
Conditions and any
shall prevail unless

rrrent version of these Terms and
e provisions current and in effect
erwise.

18. Contacting Us

To contact Us, please en
methods provided on Our d

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

19. Law and Jurisdiction

- 19.1 These Terms and Conditions shall govern the relationship between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 19.2 If you are a consumer, we shall not rely on any mandatory provisions of the law in your country if the law in Sub-Clause 19.1 above takes away or reduces your rights.
- 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 relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as applicable.
- 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 relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland].

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