AU-TCdwn05

Website terms and conditions template: downloaded products; includes full product licence agreement

Terms and Conditions

	ite. By visiting or using O	tions subject to which we allow you to use Our ur Website, or signing up for our services, you agree
		18
-		nay terminate your use of Our Website, bar you from cel
		••
We ar	e [trade name], a compa	ny registered in [■ ■ ■ ■], ■ ■ ■ ■ [■ ■ ■ ■ ■ ■ ■].
Our a	ddress is [address]	
You a	re: Anyone who uses Ou	r Website ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
both d	locuments. If you do not a	d our "Product Licence Terms" carefully and save agree with our terms and conditions,
It is n	ow agreed as follows:	
1.	Definitions	
1.		ollowing words shall have the following meanings, ■ ■
1.		bllowing words shall have the following meanings, means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, means the textual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, means the textual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, means the textual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, means the textual or aural content that is encountered as part of your experience on Our websites.

means the entire computing hardware and software "Our Website" installation that is or supports our website including any communication or peripheral system. It includes "Post" means place on or into Our Website any Content or "Licence" means a licence granted by us to you in the terms of "Licensed Product" means any product, material or thing offered for Licence by us on Our Website, whether or not bought by you. A reference to "Product" shall be a reference "Service" means any service we sell from time to time, whether

2. Interpretation

In this	agreement the following meanings apply unless
2.1.	a reference to a person includes a human individual, a corporate entity and any organisation
2.2.	a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a property and person to whom rights are transferred or pass as a property and person to whom rights and obligations are transferred or pass as a property and person's successors,
2.3.	the headings to the paragraphs and schedules (if any) to this agreement are inserted

2.4.	any agreement by either party not to do or omit to do something includes an obligation not to allow some I B B B B B B B B B B B B B B B B B
2.5.	a reference to an act or regulation includes new law of substantially the same
2.6.	these terms and conditions apply to all supplies of Licensed Products by us.
2.7.	this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or
Bas	is of Contract
3.1.	If you use Our Website in any way on behalf of another person you warrant that you have full authority to do so
3.2.	When you buy a Licensed Product, you are in fact buying a licence to use that Licensed Product. The terms of use vary from one Licensed Product to another and are contained in our "Product Licence Terms".
	••••••
3.3.	In entering into this contract you have not relied on any representation or
3.4.	[Unfortunately, we cannot guarantee that every Product advertised on Our Website is available. If at any time a Product ••••••••.]
3.5.	There is no contract between us for any free service, so you do not become a client by using any free service and we are not
3.6.	The price of any Licensed Product or Service may be changed by us at any time. We will never change a price so as to affect the

3.7.	U	ree that you are bound by these terms (or the latest version of or all future contracts with
3.8.	repaym credit b repaym	w agree that you commit a breach of this contract if you seek nent of money paid to us by asking your credit card provider to back a payment made to us, without attempting to seek nent from us first. In that event, you agree that you will owe us a sum charged to us by our
3.9.	The co	ntract between us comes into existence
	3.9.1	when we write to you to confirm that your \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
	3.9.2	when you download the Licensed Product ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
3.10.	We ma	y change this agreement and / or the way we provide a Product,
	3.10.1	the change will take effect when we Post it on Our Website. You are advised
	3.10.2	if you make any payment for Licensed Products or Services in the future, you will do so
The	price	
4.1.	•	ces payable for the Licensed Product and Services are ■ ■ ■ ■
4.2.	•	ce charged for any Licensed Product or Service may differ from untry to another. You may not be entitled
4.3.	Prices	are inclusive of any applicable goods and services

	4.4.	Charges for Services are fixed whenever it is reasonably possible • • •
	4.5.	When we do not provide fixed charges for the Service, we will charge by the hour. In that case all work done, including all letters, e-mails, faxes and telephone calls • • • • • • • • • • • • • • • • • •
	4.6.	Estimates of charges will be provided ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	4.7.	You can find our hourly charging rate, time travel rate and motor mileage rate on Our Website. Other
	4.8.	Our Services require payment in advance ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
	Note ■ ■ ■	: you can keep our charges low by providing ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
5.	Sec	curity of your credit card
	We to	ake care to make Our Website safe
	5.1.	Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will
	5.2.	If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be
6.	Cor	ntent you Post to Our Website
	You≀	agree that you will not use or allow anyone else to use Our Website = = =
	6.1.	be information which could promote or $\blacksquare \blacksquare = = = = = $
	6.2.	consist in commercial audio. video

	6.3.	be illegal, obscene, offensive, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
	6.4.	be sexually explicit or pornographic;
	6.5.	be likely to deceive any person or be used to impersonate any person, or to misrepresent •••••, ••••••••••••••••••••••••••••••
	6.6.	solicit passwords or personal information from anyone;
	6.7.	be used to sell any goods or services or $\blacksquare \blacksquare \blacksquare$
	6.8.	include anything other than words (i.e. you will not include any symbols or photographs) except for a *** ***
	6.9.	be incomplete or inaccurate or submitted otherwise than •••••
	6.10.	link to any of the material specified above,
7.	You	r Posting: restricted content
		nection with the restrictions set out below, we may refuse or edit or 'e = = = = = = = = = = = = = = = = = =
	In add	lition to the restrictions set out above, ■■■■■■■■■■■■■ :
	7.1.	hyperlinks, other than those specifically • • • • • • • • ;
	7.2.	keywords or words repeated, which are irrelevant \blacksquare
	7.3.	the name, logo or trademark of any
	7.4.	inaccurate, false, or misleading information.
8.	How	we handle your Content
	8.1.	Our privacy policy is strong and precise.

0.2.	and public area of Our B B B B B B B B B B B B B B B B B B B
8.3.	Even if access to your text is behind a user registration it
8.4.	We need the freedom to be able to publicise our services and your own use of them. You therefore now irrevocably grant ••••••••••••••••••••••••••••••••••••
8.5.	We will use that licence only for commercial
8.6.	You agree to any act or omission which may otherwise infringe
8.7.	[You now irrevocably authorise us to publish = = = , = = = = = = = =]
8.8.	Posting content of any sort does not change your
8.9.	You understand that you are personally responsible for your breach of
8.10.	You accept all risk and
8.11.	Please notify us

8.12.	••••	not solicit ideas or text for improvement of our Service, but if ,
Rem	noval	of offensive Content
9.1.	For the	avoidance of doubt,
9.2.	custom	e under no obligation to monitor or record the activity of any ner for
	,-	
9.3.	If you a ■ :	are = = = = = = = = = = = = = = = = = = =
	9.3.1	your claim or complaint must be submitted to us in the form
	0.2.2	
	9.3.2	we shall remove •••••• ;
	9.3.3	after we receive notice of •••••••••••••••••••••••••••••••••••
	9.3.4	we may re-
9.4.	::::	ect of any complaint made by you or any person on your behalf,

	9.5.	You now agree that if any complaint is made
10.	Sec	urity of Our Website
	If you	violate = = = = = = = = = = = = = = = = = = =
	You n	ow agree that • • • • • • • • • • • • • • • • • • •
	10.1.	modify, copy, or cause damage
	10.2.	link to Our Website in any way that would cause the appearance ■ ■ ■
	10.3.	download any part = = = = = = = = , = = = = = = = = = =
	10.4.	collect or use • • • • • • • • • , • • • • , • • • •
	10.5.	collect or use any information obtained
	10.6.	aggregate, copy or duplicate in any manner any of the session session session.
	10.7.	share with a •••••••••••••••••••••••••••••••••••
	10.8.	Despite the above • • • • , • • • • • • • • • • • • • •
		10.8.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific

		10.8.2 you may copy the text of any
11.	Inte	rruption to [Our Name] service
	11.1.	If it is necessary for us to interrupt our service,
	11.2.	You acknowledge that [Our = = =] = = = = = = = = = = = = = = =
	11.3.	You agree that we are not liable , , , , , , , , ,
12.	Inte	llectual Property
	12.1.	We will = = = = = = = = = = = = = = = = = =
	12.2.	Except as provided in our Product Licence Terms, you may not copy, modify, publish,
	12.3.	You may not use our name or
		••••••
	12.4.	You agree that at all times you will:

		;
		12.4.2 notify us • • • • • • • • • • • • • • • • • •
		12.4.3 indemnify us for any *** **** **** **** ***
		12.4.4 not use any name or mark
		•••••
13.	Disc	claimers and limitation of liability
	13.1.	The law differs from one
	13.2.	All implied conditions,
	13.3.	Our Website includes Content Posted by third parties. We are not responsible
	13.4.	You are advised that Content may include technical inaccuracies or typographical
	13.5.	We sell Licensed Products and Services in •••••.•••
		13.5.1 useful to you;
		13.5.2 of satisfactory quality;
		13.5.3 fit for a particular purpose;
		13.5.4 available or • • • • , • • • • • • • , • • • • • •

12.4.1 not cause or permit anything

13.6.	Our Website contains links to other Internet websites. We have neither power nor control over any such
13.7.	We claim no expert knowledge in any subject.
13.8.	You agree that in any circumstances when we may become liable to ,,,,,,, .
OR	
13.9.	Our total liability under this agreement, however it arises, shall
13.10	. We shall not be :
	13.10.1 indirect or consequential loss; or
	13.10.2 economic loss or other loss of turnover,
13.11	This paragraph (and any other paragraph which excludes or
13.12	If you become aware of any breach of any term of this

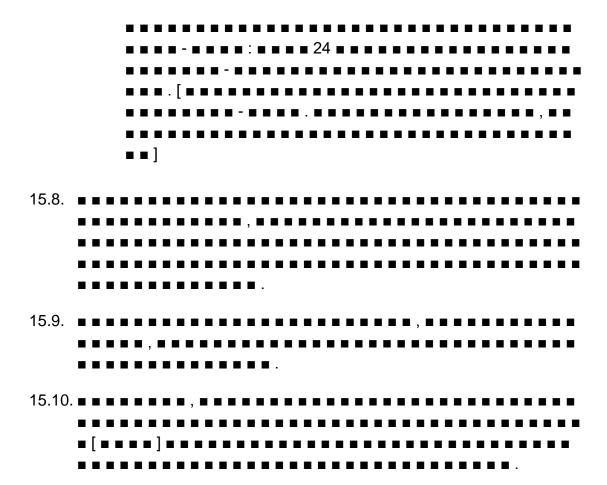
14. You Indemnify Us

You a	gree to indemnify us = = = = = = = = , = = = = = = = = = =
14.1.	your failure = = = = = = = = = = = = = = = = = = =
14.2.	your breach of this agreement;
14.3.	any Content you Post to Our Website;
14.4.	any data you send • • • • • • • • • • • • • • • • • • •
14.5.	a breach • • • • • • • • • • • • • • • • • • •
	your failure = = = = = = = = = = = = = = = ;
14.7.	any use of •••••;
14.8.	any act, neglect or • • • • • • • • • • • • • • • • • •
14.9.	a contractual claim • • • • • • • • • • • • • • • • • • •
14.10.	and for the purpose of this paragraph you agree that the
	••••••••••••••••••••••••••••••••••••••

15. Miscellaneous matters

,	risdiction			•	alid c	or un	enfo	ceal	ole, t		t sha	ıll be	tre	ated	
•		• • •	• • •		:	• • •		••	:	• • •	••	• •	• •	• •	=
•							, ■ ■	-	••			••	••		

15.2.	You undertake to provide to us your current land address, e-■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
15.3.	If you are in •••••••••••••••••••••••••••••••••••
	15.3.1 publish all text and Content relating to the claimed breach, ■ ■
	15.3.2 terminate your ** ** ** ** ** ** ** ** ** ** ** ** **
	15.3.3 issue a claim in any court.
15.4.	Any obligation in this agreement
15.5.	No failure or delay by any party to exercise any right,
15.6.	
15.7.	•••.
	It shall be deemed to have been delivered:
	; :
	72;



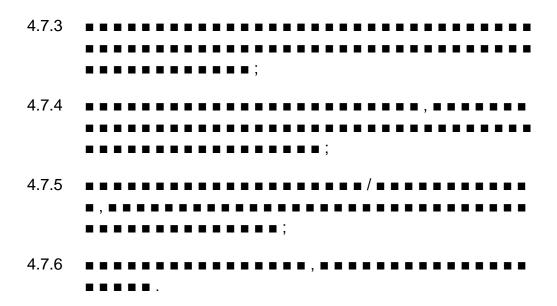
Product Licence Terms

	[■], ■■■■	•••••	••••	[-	• • • •	ı], ■ ı	• •
Our ac	ddress is [address]							
•••	:	• • • • • •	• • • • •		• • • •	■■.		
	e are the agreed terms							
	(- :			■ ■ ") ■ ■				
				••••	••••		■ ■ ,	
1.	Definitions							
							•••	•••
	"Copy or Publish"			,			• • ·	•••
	"Restrictions on Use"						•••	
	"Third Party Owner"							::
	"Licence"							• •

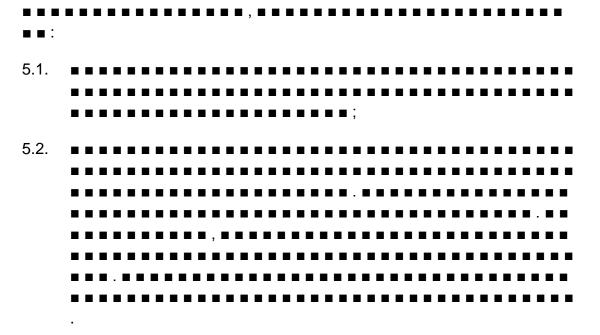
	••••	
	"Licensed Product"	
2.	Interpretation	
	••••••••••••	&
3.	The Licence	
	3.1.	
	3.2.	
	3.3.	
	3.4.	·
	3.5.	•
	3.6.	

.........

3.7.		
3.8.		
]	
Limi	itations and permissions on Licences	
4.1.		
4.2.		
4.3.		
4.4.		
4.5.		
4.6.		
4.7.	You may not use a Licensed Product:	
	4.7.1	=
	4.7.2 in a context which is pornographic;	



5. Freedom to use



6. Copyright and other Intellectual Property

6.1. You agree that at all times you will:



	;
	6.1.2
6.2.	
	•,•••••
6.3.	,:
	6.3.1 immediately stop using the Licensed Product;6.3.2
	6.3.2
	6.3.3
6.4.	
	[15]
6.5.	
Ass	ignment
7.1.	

		,
8.	Thi	rd Party Owners and additional restrictions
	8.1.	;
	8.2.	;
	8.3.	
	8.4.	
	8.5.	,
9.	Mis	cellaneous matters
	9.1.	
	9.2.	

7.1.1

	. .										
		 							 		. =
9.3.											
		• • •									
			 	 	 		 	-	 ,	 	-
9.4.											
	- - ·	 ,	 		 	 	 		 	 	_

Explanatory notes

Website terms and conditions template: downloaded products; includes full product licence agreement

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

4				•			
7		11	\sim	ш	۱ı+	-	ns
	_	ப				ıu	113

Definitions	
terms which precisely describe terms (even if they have to "tick to read them are likely to be the to detail from you as they them	usiness, so we cannot provide you with defined what you sell. Most people do not read your the box"). The people who do take the trouble sort of people who expect the same attention selves give to their purchase of your goods or to obtain their business if your terms
We use	You decide to change to
"Licensed Product"	"Sarah's drawings" or "Soccer software"
"Our Website"	"The Jones Site" / "■ ■ ■ ■ ■ ■ ■ "
But if you do change the define	d word, make sure it applies to every use ■ ■ ■ ■ .
Remember too, that when a wo capitalised, takes precedence of	ord or phrase is defined, the defined meaning, over the
	contents of the document, then return to check d whether they really
Interpretation	

2.

Leave these items in place unless there is a good reason to edit or remove. These items are not "lawyer's blurb". Every item has been carefully considered in the context of this agreement and has been included for ■ ■ ■

3. Basis of contract

5.

Technically, you are both selling services and granting a licence for use of your website, network or other service and for ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
It is important to make clear when the contract comes into effect. Without specifying, your website will be regarded as an offer and payment by your client as •••••••••••••••••••••••••••••••••••
The price
We have no comment
Security of your credit card
This paragraph is more for information than contractual commitment. We have included it here because many users
For payment you may have various alternatives like
Content you Post to Our Website
This and the following four paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download and leave messages, and so on, the
,
This paragraph has two purposes: the first is the obvious and named purpose of preventing damage to your Website and establishing a contractual obligation by your site users not to do
No matter what you put in this paragraph, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think

	,
	We suggest that you edit this paragraph in line with the perceived extent of your risk. Obviously a
7.	Your Posting: restricted content
	This paragraph continues in the vein of the previous one. As you , , , , , , , , , , , , ,
8.	How we handle your Content
	It is a question of balance and maybe how your buyers will
	This particular paragraph covers a sensitive issue. You should edit to suit the way you operate your business. You need to provide a balance between making precise promises which could trip you up
9.	Removal of offensive Content
	This paragraph is targeted at anyone who is aggrieved at a posting. He may or may not be one of your customers or members. By stating and following this policy you will reduce
10.	Security of Our Website
	There is an intentional overlap here with the paragraph on restrictions on posting. Your need for this provision also depends on
11.	Interruption to Service
	We have no comment

Intellectual Property

	Few business managers appreciate just how much IP is owned by the business. There is an enormous variety of IP rights,
13.	Disclaimers and limitation of liability
	The law is complicated and much depends on the facts of each case. Our best advice to you is to include these disclaimers so far as they
	You will see that we have also included in the provision for directors and others to have the same protection. One around such a
	••••••
14.	
14.	You indemnify us
14.	We advise you to leave this provision in
14.	·
14. 15.	We advise you to leave this provision in
	We advise you to leave this provision in
	We advise you to leave this provision in

Paragraph specific notes:

Product Licence Terms

Notes referable to specific paragraphs

1. Definitions

We have no further comment.

2. Interpretation

We have no further comment. 3. The Licence It is not safe 4. **Limitations and permissions on Licences** The definition of "Limitations and permissions" refers also to your

. 5. Freedom to use Copyright and other Intellectual Property 6. Although you cannot prevent some person from acting maliciously or 7. **Assignment**

	If you license only your own products, delete this paragraph and the reference in the definitions paragraph 1 . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
9.	Miscellaneous matters
	Some specific points • • • • • • • • • • • • • • • • • • •

End of notes