

AU-TCdwn05

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

## Terms and Conditions

These are the terms and conditions subject to which we allow you to use Our Website. By visiting or using Our Website, or signing up for our services, you agree to be

[illegible]

We are [trade name], a company registered in [■ ■ ■ ■], ■ ■ ■ ■ [■ ■ ■ ■ ■ ■ ■ ■].

Our address is [address]

You are: Anyone who uses Our Website ■■■■■■■■■■.

[illegible]

**It is now agreed as follows:**

## 1. Definitions

In this agreement, the following words shall have the following meanings, ■ ■  
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

"Content" 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, ■■■■ , ■■■■ , ■■■■ ■■■■ ■■■■ . ■■■■ ■■■■ ■■■■ ■■■■ ■■■■ ■■■■ .

"Intellectual Property" means intellectual property owned by us or by any third party, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, domain names, trade secrets, know-how, databases, software, and all other intellectual property rights, whether or not registered or registrable in any country.



- [illegible]

### 3. Basis 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

- ## 4. The price

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- [illegible]

## 7. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove

In addition to the restrictions set out above, ■■■■■■■■■■■■■■■■■■■■:

- 7.1. hyperlinks, other than those specifically ■■■■■■■■■■ ;
- 7.2. keywords or words repeated, which are irrelevant ■■■■■■■■■■  
■■■■■ .
- 7.3. the name, logo or trademark of any ■■■■■■■■■■ .
- 7.4. inaccurate, false, or misleading information.

## 8. How we handle your Content

- [illegible]

- [illegible]







[illegible]

- [illegible]

### 13. Disclaimers and limitation of liability

- [illegible]







[illegible]



## Product Licence Terms

$\square \square \square \square \square \square \square [\square \square \square \square \square \square \square], \square \square \square \square \square \square \square \square \square \square \square \square \square \square [\square \square \square \square], \square \square \square$   
 $\square [\square \square \square \square \square \square \square].$

Our address is [address]

.....:.....

## These are the agreed terms

[illegible]

## 1. Definitions

[illegible]

## “Copy or Publish”

[illegible]

## “Restrictions on Use”

■■■■■■■■■■, ■■■■■■■■■■  
 ■■■■■■■■■■, ■■■■■■■■■■  
 ■■■■■■■■■■  
 ■■■■■■■■■■.  
 ■■■■■■■■■■  
 ■■■■, ■■■■, ■■■■, ■■■■■■■■■■  
 ■■■■■■■■■■.

“Third Party Owner”

[illegible]

“Licence”

[illegible]

"Licensed Product"

## 2. Interpretation

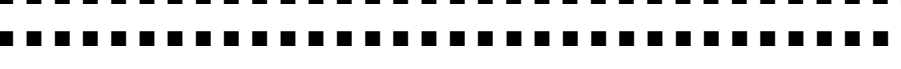
## 3. The Licence

- 3.1. [ ]
- 3.2. [ ]
- 3.3. [ ]
- 3.4. [ ]
- 3.5. [ ]
- 3.6. [ ]





[illegible][illegible][illegible]

6.4. 

[illegible][illegible]



[illegible]

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## Explanatory notes

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## Paragraph specific notes:

Notes numbering refers to paragraph numbers.

## 1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your terms (even if they have to “tick the box”). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your goods or services. It therefore helps you to obtain their business if your terms

[REDACTED]

[REDACTED] / [REDACTED]

[REDACTED]. [REDACTED]

[REDACTED]:

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 defined word, **make sure it applies to every use** ■  
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

Remember too, that when a word or phrase is defined, the defined meaning, capitalised, takes precedence over the

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really ■■■■■■■■■■  
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

## 2. Interpretation

[illegible]



### 3. Basis of contract

[illegible][illegible]

#### 4. The price

We have no comment

## 5. Security of your credit card

[illegible][illegible]

## 6. 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

[illegible]



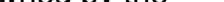
No matter what you put in this paragraph, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think

We suggest that you edit this paragraph in line with the perceived extent of your risk. Obviously a

[illegible][illegible][illegible]

There is an intentional overlap here with the paragraph on restrictions on posting. Your need for this provision also depends on

We have no comment

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

[illegible][illegible]

## 14. You indemnify us

[illegible]

## 15. Miscellaneous matters

[illegible]

### 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

[illegible]

**Be careful not**

#### 4. Limitations and permissions on Licences

These points are matters for ■■■■■■■■■■ . ■■■■■■■■■■ ■■■■■■■■■■  
■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■  
■■■■■■■■■■ ■■■■■■■■■■

[illegible]

## 5. Freedom to use

[illegible]

## 6. Copyright and other Intellectual Property

Although you cannot prevent some person from acting maliciously or unlawfully, this paragraph is drawn to give you the

“ ”

## 7. Assignment

[illegible]

## 8. Third Party Owners and additional restrictions

[illegible]

## 9. Miscellaneous matters

[illegible]

## End of notes