Website terms and conditions template: continuous IT service provision

### **Terms and Conditions**

		re the contract between you and [Our Name] ("us", Our Website,
We a	re [trade name], a compa	any registered in [■ ■ ■ ■ ], ■ ■ ■ ■ [ ■ ■ ■ ■ ■ ■ ■ ].
Our a	address is [address].	
You a	are: Anyone who uses O	ur Website <b>= = = = = = = = = = = = =</b> .
	se read this agreement calld leave	arefully and save it. If you do not agree with it, you
Thes	e are the agreed terms	
1.	Definitions	
	"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, 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,,,,,,,, .
	"Our Website"	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us[or any member of the [ • • • • ] • • • • • • • • • • • • • •
	"Post"	means place on or into Our Website any Content or

material • • • • • • • • • • • • • • • •

■ ■ .

"Services"	means all of the services available from Our Website
"Visitor"	means anyone who visits Our Website.

## 2. Interpretation

In this agreement unless the context otherwise requires:

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 passed as a
2.3.	in the context of permission, "may not" in connection with an ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.4.	the headings to the paragraphs and schedules (if any) to this agreement are inserted • • • • • • • • • • • • • • • • • • •
2.5.	any agreement by either party not to do or omit to do something includes an obligation not to allow some
2.6.	[except where stated otherwise], any obligation of any person arising from this
2.7.	a reference to an act or regulation includes new law of substantially the same
2.8.	these terms and conditions apply to all supplies of Services by us.  They
2.9.	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

3.	Bas	is of Contract
	3.1.	In entering into this contract you have not relied on any representation or information from any source except the   I I I I I I I I I I I I I I I I I I
	3.2.	Subject to these terms and conditions, we agree to provide to you some or all of the Services [and products] described
	3.3.	You acknowledge that you understand exactly what is included in the Services and you are satisfied that   I I I I I I I I I I I I I I I I I I
	3.4.	So far as we allow use of our Intellectual Property, we grant a licence to you,
	3.5.	Our contract with you and licence to you last for [one year from the date of start / payment]. Any continuation by us or by you after the expiry of one year is a new contract under the terms then posted on Our Website.
	3.6.	The contract between us comes into existence when we receive
	OR	
	3.7.	The contract between us comes into existence only when we write to you to confirm that we agree to provide to you the Service you want. Your payment does not create a contract.
		*************
	3.8.	We may change this agreement and / or the way we provide the Services, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
		3.8.1 the change will take effect when we Post

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		3.8.3	if you make any payment for Services or goods in the future, you will do so under
4.	You	ır accı	ount and personal information
7.	100	ii acci	
	4.1.	done be should confide any re	you visit Our Website, you accept responsibility for any action by any person using your name, account or password. You take all necessary steps to ensure that the password is kept ential and secure and should inform us immediately if you have ason to believe that
		••••	,
	4.2.	_	gree that you have provided accurate, up to date, and complete ation about yourself. We are not responsible ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	4.3.	_	gree to notify us of any changes in your information immediately rs. If you do
5.	The	price	
	5.1.	The pr	ices payable for Services are clearly set ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	5.2.	•	ice charged for any Services may differ from one country to er. You may not be entitled to •••••••••••••••••••••••••••••••••••
	5.3.	Prices	are inclusive of any applicable goods and services ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

we will give you notice of the change. If you do not accept the change, we will refund

3.8.2

# 6. Renewal payments

6.1.	At least [four] weeks before expiry of the period for which you have paid, we shall send you a message to your last known email address to tell you that your licence to use the Services
6.2.	At any time before expiry of your subscription, you may use the "My Account" tab on Our Website to access your
6.3.	At expiry of your [Our Name] subscription we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and shall confirm the renewal ••••••••••••••••••••••••••••••••••••
How	we handle your Content
7.1.	Our privacy policy is strong and precise. It complies fully with current privacy law •••••••[•••••••••].
7.2.	If you Post Content to any public area of Our Website it becomes available in the public domains. We have no
7.3.	Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log • • • , • • • • • • • • • • • • • • •
7.4.	We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Content that you place on
7.5.	We will use that licence only for commercial purposes of the business of Our Website and will stop
7.6.	
7.0.	You agree to any act or omission which would otherwise infringe your right to be identified as the author and your right to object ■ ■ ■ ■ ■

	■ ■ ■ ■ 1968 .
7.7.	[You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our ••••, •••••••••••••••••••••••••••••••
7.8.	Posting content of any sort does not change your ownership of the copyright in it. We have no claim • • • • • • • • • • • • • • • • • • •
7.9.	You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which
7.10.	You accept all risk and responsibility for determining whether any Content is
7.11.	Please notify us of any security breach or •••••••••••••••••••••••••••••••••••
7.12.	[We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted to us a
Res	trictions on what you may Post to Our Website
purpo	vite you to Post Content to Our Website in several ways and for different ses. We have to regulate your use of Our Website to protect our ess and our staff, to protect other
•••	
protec	o not undertake to moderate or check every item Posted, but we do ct our business vigorously. If we believe Content Posted breaches the ve = = = = = = = = = = = = = = = = = =
You a	gree that you will not use or allow anyone else to use Our Website to
8.1.	be unlawful, or tend to incite another <b> </b>

8.2.	consist in commercial audio, video ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;		
8.3.	be obscene, offensive, threatening, violent, ••••••;		
8.4.	be sexually explicit or pornographic;		
8.5.	be likely to deceive any person or be used to impersonate any person, or to misrepresent ••••••, •••••••••••••••••••••••••••••		
8.6.	request or collect passwords or other personal information from another user without his permission,		
8.7.	be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial • • • • • • • • • • • • • • • • • • •		
	;		
8.8.	include anything other than words (i.e. you will not include any symbols or photographs) except for a $\blacksquare$		
8.9.	facilitate the provision of unauthorised copies of •••••••••••••••••••••••••••••••••••		
8.10.	link to any of the material <b>••••••••</b> ;		
8.11.	Post excessive or repeated off-topic messages • • • • • • • • • • • • • • • • • • •		
8.12.	sending age-inappropriate • • • • • • • • • • • • • • • • • • •		
You	r Posting: restricted content		
	nnection with the restrictions set out   ,   ,   ,   ,   ,   ,   ,   ,   ,		
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	dition to the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■		
9.1.	hyperlinks, ••••••;		

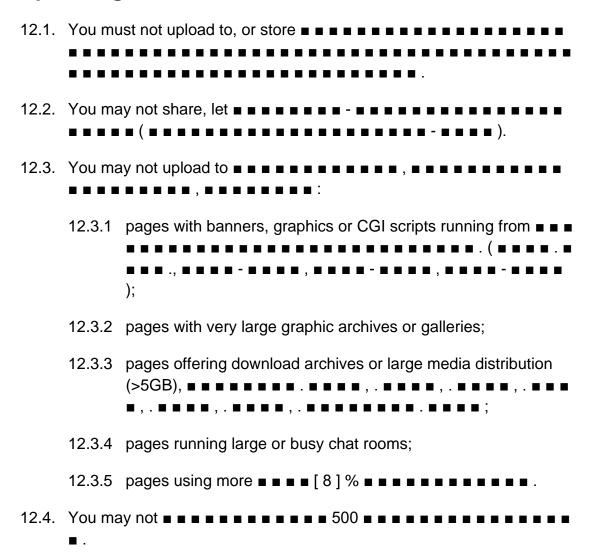
9.2.	keywor ■ ■ ■ ■	as or words • • • • , • • • • • • • • • • • • • •	
9.3.	the nan	ne, logo or = = = = = = = = = = = = = = = = = =	
9.4.	inaccurate, false, or misleading information.		
Rem	oval	of offensive Content	
10.1.	For the	avoidance of doubt,	
	••.		
10.2.	custom	under no obligation to monitor or record the activity of any er for	
		•••••	
10.3.	If you a ■ :	re = = = = = = = = = = = = , = = = = = =	
	10.3.1	your claim or complaint must be submitted to us in the form	
	10.3.2	we shall remove •••••;	
	10.3.3	after we receive notice of	
		■ ■ ;	
	10.3.4	we may re-	
10.4.		ect of any complaint made by you or any person on your behalf,	

	10.5.	You now agree that if any complaint is made $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$
11.	Sec	urity of Our Website
		violate Our Website we shall take legal • • • • • • • • • • • • • • • • •
	•••	
	11.1.	modify, copy, or cause damage
	11.2.	link to Our Website in any way that would cause the appearance
		•;
	11.3.	download any part • • • • • • • • • • • , • • • • • • •
	11.4.	collect or use • • • • • • • • • • • • • • • • • • •
	11.5.	collect or use any information obtained • • • • • • • • • • • • • • • • • • •
	11.6.	aggregate, copy or duplicate in any manner any of the
	11.7.	share with a = = = = = = = = = = = = = = = = = =
	11.8.	Despite the above • • • • , • • • • • • • • • • • • • •
		11.8.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific
		,,,

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11.8.2	you may copy the text of any

### 12. Uploading to our servers



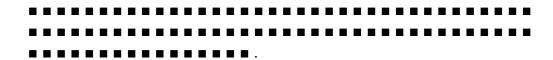
### 13. Termination

- 13.1. This agreement may be terminated:
  - 13.1.1 upon either of us giving the other [15] days notice in writing addressed by post to the last known land address or by e-■ ■

			••••••••••••••••••••••••••••••••••••••
		13.1.1.1	who you are and;
		13.1.1.2	that you have proper authority to cancel and;
		13.1.1.3	the Services you wish to cancel.
	13.1.2	when we	terminate it,
	13.1.3	receiver c	ely by either party if a trustee, receiver, administrative or similar officer is appointed in respect of all or any e business or assets of the other party or
		••••	
		••••	
		.2)	,
13.2.	Any ter	mination o	f this agreement by this <b>E E E E E E E E E E E</b>
13.3.	Termin	ation by ■	
	13.3.1	your right	to use the Services immediately ceases;
	13.3.2	we are ur	nder no obligation
13.4.	In the e	,	ch termination by us, we will ■ ■ ■ [ 15 ] ■ ■ ■ ■ ■
	••••		.,;

	13.5.	There shall be no re-imbursement or credit
14.	Inte	rruption to Services
	14.1.	If it is necessary for us to interrupt the Services,
	14.2.	You acknowledge that the
	14.3.	You agree that we are not liable • • • • • • • • • • • • • • • • • • •
15.	Inte	llectual Property
	You a	gree that at all times you will:
	15.1.	not cause or permit • • • • • • • • • • • • • • • • • • •
		not cause or permit • • • • • • • • • • • • • • • • • • •
	15.2.	
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	15.2. 15.3. 15.4.	notify us a second and a second a second and
	15.2. 15.3. 15.4.	notify us

			■■;
		15.6.3	give access to it • • • • • • • • • • • • • • • • • •
		15.6.4	in any way provide • • • • • • • • • • • • • • • • • • •
	15.7.	not use	
16.	Ban	dwidt	h and data storage
	16.1.	You ag	ree that bandwidth • • • • • • • • • • • • • • • • • • •
	16.2.	If your	bandwidth and <b></b>
		16.2.1	charge the price currently charged by us for
		16.2.2	if in our opinion your usage puts at risk the continued Services provision to
	16.3.	We ass	sume no responsibility for
	16.4.	We ma	y, from time to time, set a limit on the number of messages you
	16.5.	You ac	cept that we cannot <b></b>
	16.6.		intain reasonable procedures for general backup of data for our rposes



<b>17.</b>	<b>Disclaimers</b>	and limitat	tion of	liability
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17.1.	The law differs from one
17.2.	All implied conditions,
17.3.	The [Our Name] Website and [Our • • • ] • • • • • • • • • • • • • • •
	17.3.1 useful to you;
	17.3.2 of satisfactory quality;
	17.3.3 fit for a particular purpose;
	17.3.4 available or • • • • , • • • • • • , • • • • • • ;
17.4.	Our Website contains links to other Internet websites. We have neither power nor control over any such
17.5.	We claim no expert knowledge in any subject.
17.6.	We accept no responsibility for:
	17.6.1 malfunction in any hardware provided by you;
	17.6.2 malfunction in any software provided by you;
	17.6.3
	;

17.6.4 any firewall provision not specified in the Services;

	17.6.5	delivery of material or privacy of any transmission;
17.7.		
		12
17.8.		
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17.9.		
	17.9.1	indirect or consequential loss; or
	17.9.2	
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# 21. Domain name disputes

You acknowledge that:

21.1.										
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	21.2.2		•••					•••		••••
21.3.			• • •							
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22.	Action on your default
	22.1.
	22.2.
	22.3.
23.	Domain name registration
	23.1.
	23.2.
	23.3.
	22.4
	23.4.
24.	Domain name renewal
	24.1. •••••••••••••••••••••••••••••••••••
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	24.2.	
	24.3.	
25.	Don	nain name transfer in
	25.1.	
		25.1.1 we will charge additional cost for this service;
		25.1.2
	25.2.	,
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26.	Don	nain name transfer out
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	26.2.	• .
	26.3.	

26.4.		 •••	 ••••	•••	• • • •	 • • • • •	•
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## **Explanatory notes:**

Website terms and conditions template: continuous IT service provision

## 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 are accurate and friendly. In particular, you may like to change the word "Services" to some word or phrase which describes more exactly what you sell. By all means use the search/replace function in your word processor to change them. For example, if

We use You might decide to change to

"Services" "Web hosting"

"Our Website" "The Tech Daily Digest Website"/ "■ ■ ■ ■ ■ ■ ■ ■ ■

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 common meaning of that word or phrase. You should first decide on the contents of the document, then return to check what

#### 2. Interpretation

	These items are not "lawyer's blurb". Every item has been carefully considered in the context of this agreement and has been included for a purpose. Many of them strengthen the framework within which the
3.	Basis of contract
	Technically, you are both selling services and granting a licence
	It is important to make clear when the contract comes into effect. Without specifying, your website will be <b>*** *** *** *** *** *** ***</b>
4.	Your account and personal information
	Edit as required.
5.	The price
	We have no comment
6.	Renewal payments
	We have provided for auto renewal of the service provision. In law that provision is void you cannot unilaterally renew a contract. However, if you continue a course of action
	The best way to deal with this issue is to provide a warning to a customer/member about four weeks before you take payment, with a copy of
7.	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

Restrictions on what you may Post to Our Website
This and the following three paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, 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
,
Of course, anyone who wishes to •••••••••••••••••••••••••••••••••••
We suggest that you edit this paragraph in line with the perceived extent of your risk. Obviously a
Your Posting: restricted content
This paragraph continues in the vein of the previous one. As you   ,   .
Removal of offensive Content
This paragraph is targeted at anyone who is aggrieved at a posting. He may

9.

11.	Security of Our Website
	There is an intentional overlap here with the paragraph on
12.	Uploading to our servers
	This paragraph is relevant only if your business entails client uploading.
13.	Termination
	It is after termination that conflicts • • • • • • • • • • • • • • • • • • •
14.	Interruption to Services
	We have no comment
15.	Intellectual Property
	Few business managers appreciate just how much IP is owned • • • • • • • • • • • • • • • • • • •
16.	Bandwidth and data storage
	This provision absolves you from any obligation to retain messages or other data.

17.	Discialmers and limitation of liability.
	The law is complicated and much depends on the facts of each case.
	2010
	You will see that we have also included in the provision for
18.	You indemnify us
	We
19.	Miscellaneous matters
	A number of special points. We have identified each of these as ■ ■ ■ ■ ■ ■
Speci	ial additional provisions relating only to domain names
	We do not propose to comment on

**End of notes**