

AU-TCits02

Website terms and conditions template: continuous IT service provision

Terms and Conditions

[illegible]

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

Our address is [address].

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

[illegible]

These are the agreed terms

1. Definitions

[illegible][illegible]

"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] .

[REDACTED]

[REDACTED]

"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.

In this agreement unless the context otherwise requires:

- 2

- [illegible]

4. Your account and personal information

- [illegible]

5. The price

- [illegible]

6. Renewal payments

- [illegible]

7. 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. You agree to any act or omission which would otherwise infringe your right to be identified as the author and your right to object .

- [illegible]

9. Your Posting: restricted content

[illegible]

In addition to the _____, _____
_____:

- [illegible]

- [illegible]

10. Removal of offensive Content

- [illegible]

11.8.2 you may copy the text of any ■■■■■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■■■■■■■■■■■■■■■■■■.

[illegible]

12.3. You may not upload to _____, _____
_____, _____:

[illegible]

12.3.3 pages offering download archives or large media distribution (>5GB), ■■■■■■ .■■■■■ , .■■■■■ , .■■■■■ , .■■■■■
■■■■■ , .■■■■■ , .■■■■■ , .■■■■■ ■■■■■■ ;



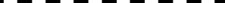

12.3.5 pages using more ■■■■ [8] % ■■■■■■■■■■■■■■■■■■■■.

12.4. You may not 500

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- ■ ■ ■

17.6.5 delivery of material or privacy of any transmission;

17.7. ,
   
 12 .

[illegible][illegible]

17.9.1 indirect or consequential loss; or

[illegible][illegible][illegible]

18. You indemnify us

..... ,

..... :

[illegible]

18.2. your breach of this agreement;

[illegible][illegible]

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19.11.,
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19.12.
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19.13.
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19.14.,
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[.....]
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Special additional provisions relating only to domain names

[.....
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20. Your undertakings

20.1.
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22. Action on your default

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..... / ,

..... :

[illegible][illegible]

22.3.

23. Domain name registration

23.1. .

[illegible][illegible][illegible]

24. Domain name renewal

..... (.....
)
 ,
 :

[illegible]

- [illegible]

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 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

By all means use the search and replace function in your word processor to change them, either to other general adjectives, or to ■■■■■■■■■■
■■■■■■■■■■.■■■■■■■■■■:

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

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 a purpose. Many of them strengthen the framework within which the

3. Basis of contract

[illegible]

It is important to make clear when the contract comes into effect. Without specifying, your website will be .

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

[illegible]

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 ■■■■■■■■■■■■■■■■■■

17. Disclaimers and limitation of liability.

The law is complicated and much depends on the facts of each case.

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2010

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[illegible]

18. You indemnify us

[illegible]

19. Miscellaneous matters

A number of special points. We have identified each of these as

Special additional provisions relating only to domain names

We do not propose to comment on ██████████. ██████████
██████████, ██████████
██████████.

End of notes